Form (2)

1602-a

11-12-2016

THE REPUBLIC OF THE UNION OF MYANMAR

The Myanmar Investment Commission

PERMIT

Permit No. 1200 /2016 Date 11th December 2016

This Permit is issued by the Myanmar Investment Commission according to the section 13, sub-section (b) of the Republic of the Union of Myanmar Foreign Investment Law-

(a) Name of Investor/Promoter VINOD KUMAR @ U TUN TUN WIN

(b) Citizenship MYANMAR

(c) Address NO.10, MINGALAR STREET, WARD NO. 16, YANKIN TOWNSHIP, YANGON

(d) Name and Address of Principal Organization TAUNG PYAR DAN CO., LTD., NO. 184/B, THEIN PHYU ROAD, BOTATAUNG TOWNSHIP, YANGON

(e) Place of incorporation REPUBLIC OF THE UNION OF MYANMAR

(f) Type of Investment Business MANUFACTURING , DISTRIBUTION AND MARKETING OF METAL CAN & ENDS

(g) Place(s) at which investment is permitted PLOT NO. 221, 222, 224, 225, 226, 227, YANGON INDUSTRIAL ZONE, MINGALARDON TOWNSHIP, YANGON REGION

(h) Amount of Foreign Capital US$ 49.00 MILLION

(i) Period for Foreign Capital brought in WITHIN THIRTY-SIX MONTHS FROM THE DATE OF ISSUANCE OF MIC PERMIT

(j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US$ 61.50 MILLION (INCLUDING US$ 49.00 MILLION)

(k) Construction period TWO YEARS

(l) Validity of investment permit 50 YEARS

(m) Form of investment JOINT VENTURE

(n) Name of Company incorporated in Myanmar CROWN BEVERAGE CANS MYANMAR LIMITED

11.12.16

Chairman

ပုံစံ (၂)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ် ၁၆၀၁-က
ရက်စွဲ ၁၁-၁၂-၁၆

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်

ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၁၂၀၀/၂၀၁၆ ၂၀၁၆ ခုနှစ် ဒီဇင်ဘာလ ၁၁ ရက်

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ-၁၃၊ ပုဒ်မခွဲ(ခ) အရ ဤခွင့်ပြုမိန့်ကို မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်က ထုတ်ပေးလိုက်သည် -

(က) **ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည်** ဗိုလ်ချုပ်ကူးမား (ခ) ဦးထွန်းထွန်းဝင်း

(ခ) **နိုင်ငံသား** မြန်မာ

(ဂ) **နေရပ်လိပ်စာ** အမှတ် (၁၀)၊ မင်္ဂလာလမ်း၊ (၁၆) ရပ်ကွက်၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

(ဃ) **ပင်မအဖွဲ့အစည်းအမည်နှင့် လိပ်စာ** တောင်ပြာတန်းကုမ္ပဏီလီမိတက်၊ အမှတ်၁၈၄/ဘီ၊ သိမ်ဖြူလမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်မြို့

(င) **ဖွဲ့စည်းရာအရပ်** ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

(စ) **ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား** ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်း လုပ်ငန်း

(ဆ) **ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)** မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဇ) **နိုင်ငံခြားမတည်ငွေရင်း ပမာဏ** အမေရိကန်ဒေါ်လာ ၄၉.၀၀ သန်း

(ဈ) **နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ** ခွင့်ပြုမိန့်ရရှိသည့်နေ့မှ (၃၆) လ အတွင်း

(ည) **စုစုပေါင်း မတည်ငွေရင်းပမာဏ(ကျပ်)** အမေရိကန်ဒေါ်လာ ၆၁.၅၀ သန်း နှင့် ညီမျှသော မြန်မာကျပ်ငွေ (အမေရိကန်ဒေါ်လာ ၄၉.၀၀ သန်းအပါအဝင်)

(ဋ) **တည်ဆောက်မှုကာလ** ၂ နှစ်

(ဌ) **ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း** ၅၀ နှစ်

(ဍ) **ရင်းနှီးမြှုပ်နှံမှုပုံစံ** ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(ဎ) **မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီအမည်**
CROWN BEVERAGE CANS MYANMAR LIMITED

11. 12. 16

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.1, Thitsar Road, Yankin Township, Yangon

Tel: 01- 658128
Fax: 01-658141

Our ref : MIC-3/FI-1399/2016(1601-a)
Date : 15 December 2016

Subject: Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing , Distribution and Marketing of Metal Can & Ends" under the name of "Crown Beverage Cans Myanmar Limited".

Reference: Crown Beverage Cans Myanmar Limited Letter dated 27-9-2016.

1. The Myanmar Investment Commission, at its meeting (22/2016) held on (1-12-2016), had approved that the proposal for investment in "Manufacturing , Distribution and Marketing of Metal Can & Ends" under the name of "Crown Beverage Cans Myanmar Limited" submitted as a Joint Venture between Crown Asia Pacific Holdings Pte. Ltd. (75 %) from Singapore and Taung Pyar Dan Co., Ltd. (25 %) from the Republic of the Union of Myanmar.

2. Hence, the "Permit" is herewith issued in accordance with Chapter VII, section 13(b) of Foreign Investment Law and Chapter VIII, Rule 49 of the Foreign Investment Rules relating to Foreign Investment Law. Terms and conditions to the "Permit" are stated in the following paragraphs.

3. The permitted duration of the project shall be initial 50 (fifty) years and extendable 10 (ten) years in 2 (two) times commencing from the date of the issuance of Myanmar Investment Commission's permit. The term of the Lease Agreement for Land shall be initial 50 (fifty) years commencing from the date of signing of the Lease Agreement between Vinod Kumar @ U Tun Tun Win, Deepak Kumar @ U Maung Maung Oo (Lessors) and Crown Beverage Cans Myanmar Limited (Lessee) and extendable 10 (ten) years in 2 (two) times by mutual agreement between the lessors and the lessee subject to the approval of Myanmar Investment Commission. On the expiry of the Lease period, the Lessee shall transfer the leased land and buildings to the Lessors within 3 (three) months in good condition, ground damages having been refilled and repaired.

4. The annual rent for the land shall be US$ 9194.10 (United States Dollar nine thousand, one hundred and ninety-four and ten cents) measuring of the land area 3277.957 square meter for Plot No. 221 and 222 and US$ 90,805.90 (United States Dollar ninety thousand, eight hundred and five

and ninety cents) measuring of the land area 32374.88 square meter for Plot No 224, 225, 226 and 227. The rate of rent shall be revised in view of prevailing land and buildings lease rates after every 5 (five) years and increase of the rent shall not be more than 15 % of the preceding annual rent.

5. In issuing this "Permit," the Commission has granted the following exemptions and reliefs as per Chapter XII, section 27(a), (h), (i) and (k) of Foreign Investment Law. Other exemptions and reliefs under section 27 shall have to be applied upon the actual performance of the project:-

(a) As per section 27(a), income tax exemption for a period of five consecutive years including the year of commencement on commercial production;

(b) As per section 27(h), exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction of business;

(c) As per section 27(i), exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(d) As per section 27(k), exemption or relief from commercial tax on the goods produced for export.

6. Crown Beverage Cans Myanmar Limited shall have to sign the Lease Agreement for land with Vinod Kumar @ U Tun Tun Win for Plot No. 221, 222 and Deepak Kumar @ U Maung Maung Oo for Plot No.224, 225, 226 and 227. Moreover, Crown Asia Pacific Holdings Pte. Ltd. shall have to sign the Joint Venture Agreement with Taung Pyar Dan Co., Ltd. After signing such Agreements, each of (5) copies shall have to be forwarded to the Commission.

7. Crown Beverage Cans Myanmar Limited in consultation with the Company Division, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum of Association and Articles of Association shall have to be forwarded to the Commission.

8. Crown Beverage Cans Myanmar Limited shall use its best efforts for timely realization of works stated on the proposal. If none of such works has been commenced within one year from the date of issue of this “Permit”, it shall become null and void.

9. Crown Beverage Cans Myanmar Limited has to abide by Chapter X, Rules 58 and 59 of the Foreign Investment Rules for construction period.

10. As per Chapter X, Rule 61 of the Foreign Investment Rules, extension of construction period shall not be allowed more than twice except it is due to unavoidable events such as natural disasters, instabilities, riots, strikes, emergency of State condition, insurgency and outbreak of wars.

11. As per Chapter X, Rule 63 of the Foreign Investment Rules, if the investor cannot construct completely in time during the construction period or extension period, the Commission will have to withdraw the permit issued to the investor and there is no refund for the expenses of the project.

12. The investor or promoter shall apply the commencement date of commercial operation with Form (11) for their manufacturing business and report to the Commission in accordance with Foreign Investment Rule 97.

13. Crown Beverage Cans Myanmar Limited shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.

14. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal and also in accordance with Chapter XI, section 24 and section 25 of Foreign Investment Law and Crown Beverage Cans Myanmar Limited has to follow the existing Labour Laws for the recruitment of staffs and labour in accordance with Chapter XIII, Rule 84 of the Foreign Investment Rules.

15. In order to evaluate foreign capital and for the purpose of its registration in accordance with the provisions under Chapter XV, section 37 of Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

(a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened and defined under Chapter XVI, Rule 134 and 135 of the Foreign Investment Rules;

(b) the detailed lists of the type and value of foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency.

16. Whenever Crown Beverage Cans Myanmar Limited brings in foreign capital defined under Chapter I, section 2(i) of Foreign Investment Law, other than foreign currency in the manner of paragraph 15(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

17. Crown Beverage Cans Myanmar Limited has the right to make account transfer and expend the foreign currency from his bank account in accordance with Chapter XVI, Rule 136 of the Foreign Investment Rules and for account transfer of local currency generated from the business to the local currency account opened at the bank by a citizen or a citizen-owned business in the Union and right to transfer back the equivalent amount of foreign currency from the foreign currency bank account of a citizen or citizen-owned business by submitting the sufficient document in accordance with Chapter XVII, Rule 145 of the Foreign Investment Rules.

18. Crown Beverage Cans Myanmar Limited shall report to the Commission for any alteration in the physical and financial plan of the project. Cost overrun, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

19. Crown Beverage Cans Myanmar Limited shall be responsible for the preservation of the environment at and around the area of the project site. In addition to this, it shall carry out as per instructions made by Ministry of Natural Resources and Environmental Conservation in which to conduct an Initial Environmental Examination (IEE), an Environmental Impact Assessment (EIA) and an Environmental Management Plan (EMP) which describe the measure to be taken for preventing, mitigation and monitoring significant environmental impacts resulting from the implementation and operation of proposed project or business or activity. It has to prepare and submit and perform activities in accordance with this EMP and abide by the environmental policy, Environmental Conservation Law and other environmental related rules and procedures. Crown Beverage Cans Myanmar Limited has to undertake the appropriate and effective management and mitigation measures to alleviate the environmental and social concerns which have identified in the impact assessment section of the Environmental Impact Assessment and also on a report of an IEE/EMP study prepared by NeoTech Myanmar Co., Ltd.

20. After getting permit from Myanmar Investment Commission, Crown Beverage Cans Myanmar Limited shall have to be registered at the Directorate of Industrial Supervision and Inspection.

21. Crown Beverage Cans Myanmar Limited shall have to abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, fire prevention measures shall have to undertake such as water storage tank, fire extinguishers and provide training to use the fire fighting equipments and also to appoint fire safety officer.

22. Payment of principal and interest of the loan (if any) as well as payment for import of raw materials and spare parts etc., shall be made from export and local sales of Crown Beverage Cans Myanmar Limited.

23. Crown Beverage Cans Myanmar Limited in consultation with Myanma Insurance shall effect such types of insurance defined under Chapter XII, Rules 79 and 80 of the Foreign Investment Rules.

11.12.16

(Kyaw Win)
Chairman

Crown Beverage Cans Myanmar Limited

cc:
1. Office of the Government of the Republic of the Union of Myanmar
2. Ministry of Home Affairs
3. Ministry of Natural Resources and Environmental Conservation
4. Ministry of Labour, Immigration and Population
5. Ministry of Industry
6. Ministry of Commerce
7. Ministry of Planning and Finance
8. Office of the Yangon Region Government
9. Director General, Department of Environmental Conservation
10. Director General, Directorate of Labour
11. Director General, Department of Immigration
12. Director General, Directorate of Industrial Supervision and Inspection
13. Director General, Directorate of Investment and Company Administration
14. Director General, Department of Trade
15. Director General, National Archives Department
16. Director General, Customs Department
17. Director General, Internal Revenue Department

ကုမ္ပဏီအမည်- Crown Beverage Cans Myanmar Limited

လုပ်ငန်း- ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

စဉ်	အကြောင်းအရာ	ဆောင်ရွက်သည့်နေ့စွဲ	ပြန်ကြားချက်ရရှိသည့် နေ့စွဲ	မှတ်ချက်
၁	အဆိုပြုလွှာလက်ခံရရှိခြင်း	၂၇-၉-၂၀၁၆		
၂	**သဘောထားမှတ်ချက်တောင်းခံခြင်း**			
	(က) ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့	၁၂-၁၀-၂၀၁၆	၉-၁၁-၂၀၁၆	
	(ခ) သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဦးစီးဌာန	၁၁-၁၀-၂၀၁၆	၇-၁၁-၂၀၁၆	
	(ဂ) စက်မှုဝန်ကြီးဌာန	၁၂-၁၀-၂၀၁၆	၄-၁၁-၂၀၁၆	
	(ဃ) မြန်မာနိုင်ငံ အင်ဂျင်နီယာအသင်း (ပ ကြိမ်)	၁၈-၁၀-၂၀၁၆		
	(ဒု ကြိမ်)	၈-၁၁-၂၀၁၆	၂၃-၁၁-၂၀၁၆	
၃	အဆိုပြုချက်စိစစ်ရေးအဖွဲ့အစည်းအဝေး ၃၇/၂၀၁၆သို့ တင်ပြခြင်း	၃-၁၀-၂၀၁၆		
၄	အဆိုပြုလွှာ လက်ခံကြောင်းစာ ပေးပို့ခြင်း	၁၀-၁၀-၂၀၁၆		
၅	အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ အစည်းအဝေးဆုံးဖြတ်ချက်ပြန်ကြားခြင်း		၁၈-၁၀-၂၀၁၆	
၆	**ပုဂ္ဂလိကမြေငှားရမ်းခြင်းကိစ္စ**			
	ကော်မရှင်အစည်းအဝေး ၂၀/၂၀၁၆ သို့ တင်ပြခြင်း	၂၈-၁၀-၂၀၁၆		
	စီးပွားရေးရာကော်မတီအစည်းအဝေး **/၂၀၁၆ သို့ တင်ပြခြင်း			
	ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေး **/၂၀၁၆ သို့ တင်ပြခြင်း			
၇	ကုမ္ပဏီသို့ ဌာနဆိုင်ရာ သဘောထားမှတ်ချက်များနှင့်အညီ ပြင်ဆင်တင်ပြရန် အကြောင်းကြားခြင်း	၁၁-၁၁-၂၀၁၆		
၈	ကုမ္ပဏီမှ ပြင်ဆင်တင်ပြလာခြင်း		၂၃-၁၁ -၂၀၁၆	
၉	**စုစုပေါင်းကြာမြင့်ရက် ၅၇ ရက်**			

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Crown Beverage Cans Myanmar Limited တည်ထောင်၍ ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်တင်ပြလာခြင်းကိစ္စ**

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- Crown Beverage Cans Myanmar Limited - ဗိုလ်ကြီး (ခ) ဦးထွန်းထွန်းဝင်း
	အဖွဲ့အစည်းပုံသဏ္ဌာန်	- ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု - Crown Asia Pacific Holdings Pte. Ltd. (စင်ကာပူ) ၇၅ % - Taung Pyar Dan Co., Ltd. (မြန်မာ) ၂၅ %
	လုပ်ငန်းအမျိုးအစား	- ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
	မြေပိုင်ရှင်	- ဗိုလ်ကြီး (ခ) ဦးထွန်းထွန်းဝင်း - ဒီဘိတ်ကူးမား (ခ) ဦးမောင်မောင်ဦး
	မြေအကျယ်အဝန်း	- ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ)
	မြေငှားရမ်းကာလ	- ကနဦး ၅၀ နှစ် နှင့် သက်တမ်းတိုး ၁၀ နှစ် ၂ ကြိမ်
၃။	နှစ်စဉ် မြေငှားရမ်းခ	- မြေကွက်အမှတ် ၂၂၁ နှင့် ၂၂၂ အတွက် US$ ၉,၁၉၄.၁၀ - မြေကွက်အမှတ် ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇ အတွက် US$ ၉၀,၈၀၅.၉၀ - တစ်နှစ်လျှင် တစ်စတုရန်းမီတာနှုန်း US$ ၂.၈၃ နှုန်း
၄။	လုပ်ငန်းသက်တမ်း	- ကနဦး ၅၀ နှစ်နှင့် သက်တမ်းတိုး ၁၀ နှစ် ၂ ကြိမ်
	တည်ဆောက်မှုကာလ	- ၂ နှစ်
၅။	စုစုပေါင်းမတည်ငွေရင်းပမာဏ	- US$ ၆၁.၅၀ သန်း
	ထည့်ဝင်သည့်အမျိုးအစား	- US $ (သန်း)

	နိုင်ငံသား		နိုင်ငံခြား		စုစုပေါင်း
	Equity	Loan	Equity	Loan	
ငွေသား	-	-	၁.၀၀	-	၁.၀၀
စက်နှင့်စက်ပစ္စည်း	-	-	၃.၉၅	၂၉.၃၃	၃၃.၂၈
မြေငှားရမ်းခ	၅.၀၀	-	-	-	၅.၀၀
Utilities & Infrastructure တန်ဖိုး	-	၇.၅၀	-	-	၇.၅၀
အဆောက်အဦတန်ဖိုး	-	-	၉.၀၀	-	၉.၀၀
Raw Material	-	-	၁.၀၅	၄.၆၇	၅.၇၂
စုစုပေါင်း	**၅.၀၀**	**၇.၅၀**	**၁၅.၀၀**	**၃၄.၀၀**	**၆၁.၅၀**

၆။	ဝန်ထမ်းအင်အား(ပထမနှစ်)	- ၂၂၁ ဦး
	ပြည်တွင်း	- ၂၁၁ ဦး(ပြည်တွင်း အနိမ့်ဆုံး ဝန်ထမ်းတစ်ဦး၏ လစာ ကျပ် ၁၂၀,၀၀၀ အမြင့်ဆုံးဝန်ထမ်းတစ်ဦး၏ လစာ ကျပ် ၁,၀၀၀,၀၀၀) -

	ပြည်ပ	- ၁၀ ဦး(ပြည်ပအနိမ့်ဆုံး ဝန်ထမ်းတစ်ဦး၏ လစာ US $ ၃,၀၀၀၊ အမြင့်ဆုံး ဝန်ထမ်းတစ်ဦး၏ လစာ US $ ၅,၀၀၀)
၇။	ရောင်းချမည့်စနစ်	- Cans Product များအား ပြည်တွင်း၌ ၉၀ % ရောင်းချပြီး ပြည်ပသို့ ၁၀ % တင်ပို့မည် ဖြစ်ပါသည်။ - Scrap Metal များအား ပြည်တွင်း၌ ၂၀ %ရောင်းချပြီး ပြည်ပသို့ ၈၀ % တင်ပို့မည် ဖြစ်ပါသည်။
၈။	ကုမ္ပဏီ၏ ဝင်ငွေ (ဆဋ္ဌမနှစ်) ကုမ္ပဏီ၏ အသုံးစရိတ် (ဆဋ္ဌမနှစ်)	- ကျပ် ၆၂,၈၀၁.၄၉ သန်း - ကျပ် ၅၅,၁၄၄.၇၀ သန်း
၉။	ကုမ္ပဏီ၏ အသားတင်အမြတ် (ဆဋ္ဌမနှစ်) နိုင်ငံတော်မှရရှိမည့်အကျိုးအမြတ် (ဆဋ္ဌမနှစ်) ဝင်ငွေခွန် ကုန်သွယ်လုပ်ငန်းခွန်	- ကျပ် ၇,၆၅၆.၇၉ သန်း - ကျပ် ၂,၅၅၂.၂၆ သန်း - ကျပ် ၂,၆၇၉.၆၇ သန်း (၁ US$ = ၁၁၈၀ ကျပ်ဖြင့် တွက်ချက်ထားပါသည်။)
	အရင်းကြေကာလ အရင်းအနှီးအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR)	- ၈ နှစ် ၈ လ - ၁၂.၂၇ %
၁၀။	နှစ်စဉ်လျှပ်စစ်ဓါတ်အားသုံးစွဲမှု	- Taung Pyar Dan Co., Ltd. မှ အသုံးပြုခွင့်ရရှိထားသော Gas ပိုက်လိုင်းမှ ရယူမည် ဖြစ်ပါသည်။
၁၁။	ထုတ်လုပ်မှုနှင့် ရောင်းဈေးနှုန်း/ CMP လက်ခနှုန်း (၆ နှစ်မြောက်)	

အမျိုးအစား	ပြည်တွင်းရောင်း (Ton)	ပြည်တွင်းရောင်းဈေး (US$/Ton)	ပြည်ပပို့ (Ton)	ပြည်ပရောင်းဈေး (US$/Ton)	CMP (Ton)	CMP လက်ခ (US$/ Ton)
Cans Product	၅,၅၈၀	၈,၀၅၀	၆၂၀	၈,၁၅၀	၁,၀၀၀	၆၀၀
Scrap Metal	၃၂၀	၁,၅၆၀	၁,၂၈၀	၁,၆၈၀	-	

၁၂။	CSR	- ၂ %
၁၃။	မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်	- **မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်** အနေဖြင့် Fire Alarm System နှင့် Fire Fighting System များဖြင့် မီးဘေးကာကွယ်ရေး အစီအစဥ်များကို တင်ပြထားပါသည်။
၁၄။	ငွေရေးကြေးရေးအထောက်အထား	- ငွေရေးကြေးရေး အထောက်အထားအဖြစ် Crown Asia Pacific Holdings Pte. Ltd. သည် ၄-၈-၂၀၁၆ ရက်စွဲဖြင့် စင်ကာပူနိုင်ငံရှိ Standard Chartered Bank တွင် SDG ၄,၈၄၅.၂၀ နှင့် US$ ၇၇၆,၁၈၃.၈၇ ရှိကြောင်းအထောက် အထားမိတ္တူ၊ ၈-၈-၂၀၁၆ ရက်စွဲဖြင့် စင်ကာပူနိုင်ငံရှိ DBS Bank Limited တွင် S$ ၇၄၄,၇၉၄.၁၂ နှင့် US$ ၁၆,၀၁၉,၅၁၉.၃၃ ရှိကြောင်း အထောက်အထားမိတ္တူ၊ ၃၁-၁၂-၂၀၁၅ အထိ နှစ်စဥ် အစီရင်ခံစာနှင့် စင်ကာပူနိုင်ငံတွင် ၁၇-၁၀-၁၉၇၅ ရက်နေ့တွင် ကုမ္ပဏီအမှတ် ၁၉၇၅၀၁၈၁၇M ဖြင့် ဖွဲ့စည်းထားသော အထောက်အထားမိတ္တူ ၊ Taung Pyar Dan Co., Ltd. သည် ကုမ္ပဏီမှတ်ပုံတင် အမှတ် ၉၁၅/၁၉၉၉-၂၀၀၀ ဖြင့် ၂၀၁၈ ခုနှစ်အထိ သက်တမ်းရှိသော မှတ်ပုံတင်လက်မှတ် မိတ္တူ၊ ၂၀၁၅-၂၀၁၆ ဘဏ္ဍာနှစ် အတွက် စာရင်းစစ်အစီရင်ခံစာတို့ကို တင်ပြထားပါသည်။

၁၅။	စိစစ်တင်ပြချက်	- Crown Asia Pacific Holdings Pte. Ltd. နှင့် Crown Beverage Cans Myanmar Limited တို့ ချုပ်ဆိုမည့် ချေးငွေစာချုပ် (မူကြမ်း)၊ Taung Pyar Dan Co., Ltd. နှင့် Crown Beverage Cans Myanmar Limited တို့ ချုပ်ဆိုမည့် ချေးငွေစာချုပ် (မူကြမ်း) နှင့် ချေးငွေပြန်ဆပ်မည့် အစီအစဉ် တင်ပြထားပါသည်။ ချေးငွေအပေါ် အတိုးနှုန်းမှာ ၄ % ဖြစ်ပါသည်။ - Crown Packaging Technology Inc. နှင့် Crown Beverage Cans Myanmar Limited တို့ အကြား ချုပ်ဆိုမည့် Patent Trademark and Technology License Agreement တွင် Royalty အဖြစ် ထုတ်ကုန်အားလုံး၏ အသားတင်ရောင်းချရမှုအပေါ် ၁ % ကို ပေးချေရမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။ -Crown Beverage Cans Myanmar Limited နှင့် Crown Asia Pacific Holdings Pte. Ltd. တို့အကြား ချုပ်ဆိုမည့် Services Agreement တွင် Service Fees အဖြစ် ထုတ်ကုန်အားလုံး၏ အသားတင်ရောင်းချရမှု အပေါ် ၀.၅ % ပေးချေရမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။ - Crown Beverage Cans Myanmar Limited နှင့် မြန်မာကုမ္ပဏီ Taung Pyar Dan Co., Ltd. တို့အကြား ချုပ်ဆိုမည့် Supply Contract တွင် ထုတ်ကုန်ဖျော်ရည်ဗူးခွံ အရွယ်အစား (၄) မျိုးကို Taung Pyar Dan Co., Ltd. မှ ဝယ်ယူမည်ဖြစ်ကြောင်းနှင့် ၎င်းတို့၏ ဈေးနှုန်း၊ ဝယ်ယူမည့် အစီအစဉ်တို့ကို တင်ပြထားပါသည်။ - ဖက်စပ်ကုမ္ပဏီသည် Crown Asia Pacific Holdings Pte. Ltd. အနေဖြင့် ရှယ်ယာအလွှဲအပြောင်းစသော ကိစ္စရပ်များ ဖြစ်ပေါ်လာပါက Taung Pyar Dan Co., Ltd. အနေဖြင့် လွတ်လပ်စွာ ဆောင်ရွက်နိုင်ခွင့်ရှိကြောင်း Appendix A ဖြင့် လည်းကောင်း၊ Service Agreement ဖြင့် ဆက်စပ်၍ Appendix B ဖြင့် လည်း ကောင်း၊ ကုမ္ပဏီအနေဖြင့် နှစ်ဦးနှစ်ဖက်သဘောတူညီချက် ကတိကဝတ်ပြုချက်များကို Appendix C ဖြင့် လည်းကောင်း တင်ပြထားပါသည်။

ကုမ္ပဏီအမည်	-	Crown Beverage Cans Myanmar Limited
အဖွဲ့အစည်းပုံသဏ္ဌာန်	-	ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
လုပ်ငန်းအမျိုးအစား	-	ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
တည်နေရာ	-	မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး
စုစုပေါင်းမတည်ငွေရင်း	-	အမေရိကန်ဒေါ်လာ ၆၁.၅၀ သန်း
ရောင်းချမည့်စနစ်	-	Cans Product များအား ပြည်တွင်း၌ ၉၀ % ရောင်းချပြီး ပြည်ပသို့ ၁၀ % တင်ပို့မည်ဖြစ်ပါသည်။ Scrap Metal များအား ပြည်တွင်း၌ ၂၀ % ရောင်းချပြီး ပြည်ပသို့ ၈၀ % တင်ပို့မည် ဖြစ်ပါသည်။
လုပ်ငန်းသက်တမ်း	-	ကနဦး ၅၀ နှစ်နှင့် သက်တမ်းတိုး ၁၀ နှစ် ၂ ကြိမ်
အရင်းကြေကာလ	-	၈ နှစ် ၈ လ
IRR	-	၁၂.၂၇ %

အထက်ပါလုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်၏ Cost & Benefit ကို အောက်ပါဇယားဖြင့် ပြုစုတင်ပြအပ်ပါသည်-

စဉ်	အကြောင်းအရာ	Cost	Benefit
၁	နိုင်ငံ့ဝန်ထမ်း၏လစာ	ကျပ် ၂.၁၆၀ သန်း (တစ်နှစ်)	
၂	ကုမ္ပဏီမှတ်ပုံတင်ကြေး	-	ကျပ် ၀.၆၇ သန်း
၃	သွင်းကုန်အခွန်ကင်းလွတ်ခွင့်	ကျပ် ၅၈၉.၀၆ သန်း	
၄	ကုန်သွယ်လုပ်ငန်းခွန်	-	ကျပ် ၁၁,၄၈၇.၉၉ သန်း
၅	ဝင်ငွေခွန်	ကျပ် ၅၉၄၀.၈၄ သန်း	ကျပ် ၁၁၈၄၄.၄၂ သန်း
၆	ရေ၊ လျှပ်စစ်မီးသုံးစွဲခ		ကျပ် ၇၂၀.၀၀ သန်း
၇	လုပ်ခလစာအပေါ်ဝင်ငွေခွန်		တစ်နှစ် ဝင်ငွေ ကျပ် ၄၈ သိန်းကျော်ပါက အခွန်ပေးရမည့် ဝန်ထမ်း (၂၄) ဦး
၈	CSR (၂ %)		ကျပ် ၃၀၅.၀၀ သန်း
၉	မြေငှားရမ်းခရငွေ		ကျပ် ၇.၀၀ သန်း
၁၀	အလုပ်အကိုင်အခွင့်အလမ်း		ပြည်တွင်း ၂၁၁ ဦး ပြည်ပ ၁၀ ဦး ပြည်တွင်းလုပ်သား (၂၁၁) ဦး အလုပ်အကိုင်ရရှိမည်ဖြစ်၍ ဒေသ အလုပ်အကိုင်အခွင့် အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုကို အထောက်အကူပြုစေပါသည်။ အလုပ်အကိုင်အခွင့်အလမ်းများ ပိုမို ရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှုလျော့ချရေးကို အထောက်အကူပြုစေနိုင်ပါသည်။
		ကျပ် ၆၅၃၂.၀၆ သန်း	**ကျပ် ၃၉၁၉၂.၃၆ သန်း**
		၁ : ၆	

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မရက- ၃/န-၁၃၉၉/၂၀၁၆(၁၅၂၁)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် နိုဝင်ဘာလ ၂၉ ရက်

မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့
တင်ပြမည့် အမှာစာ

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Crown Beverage Cans Myanmar Limited တည်ထောင်၍ ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်တင်ပြလာခြင်းကိစ္စ**

၁။ စင်ကာပူနိုင်ငံတွင်ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd.မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့အဆိုပြုတင်ပြလာပါသည်။

၂။ အဆိုပြုချက်နှင့်အတူ မြေပိုင်ရှင် ဗိုလ်မှူးကြီး (ငြိမ်း) ဦးထွန်းထွန်းဝင်း၊ ဒီဘတ်ကူးမား (ခ) ဦးမောင်မောင်ဦးနှင့် မြေငှားရမ်းသူ Crown Beverage Cans Myanmar Limited တို့ ချုပ်ဆိုမည့် မြေငှားစာချုပ် (မူကြမ်း)၊ Crown Asia Pacific Holdings Pte Ltd. နှင့် Taung Pyar Dan Co., Ltd. တို့ချုပ်ဆိုမည့် ဖက်စပ်စာချုပ် (မူကြမ်း)၊ Crown Asia Pacific Holdings Pte Ltd.၊ Taung Pyar Dan Co., Ltd. နှင့် Crown Beverage Cans Myanmar Limited တို့ ချုပ်ဆိုမည့် ချေးငွေစာချုပ် (မူကြမ်း) များနှင့် စာချုပ်တွင် အတိုးနှုန်း ၄ % ဖြင့် ပြက္ခဒိန်နှစ် ၈၄ လဖြင့် ပြန်ဆပ်မည်ဖြစ်ကြောင်း ဖော်ပြချက်၊ Patent Trademark and Technology License Agreement မူကြမ်း၊ Services Agreement၊ Supply Contract၊ Waste Water Treatment System၊ Process Flow Chart၊ မြေဂရန်မိတ္တူများ၊ လုပ်ငန်း တည်နေရာပြမြေပုံနှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းမည့် ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်း၊ သင်းဖွဲ့စည်းမျဉ်း (မူကြမ်း) တို့ကို ပူးတွဲ တင်ပြထားပါသည်။

၃။ မြေငှားသက်တမ်းမှာကနဦး ၅၀ နှစ်နှင့် ၁၀ နှစ် ၂ ကြိမ်သက်တမ်းတိုးဖြစ်ပါသည်။ နှစ်စဉ်မြေငှားရမ်းခမှာ မြေကွက်အမှတ် ၂၂၁ နှင့် ၂၂၂ အတွက် US$ ၉,၁၉၄.၁၀နှင့် မြေကွက်အမှတ် ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇ အတွက် US$ ၉၀,၈၀၅.၉၀ ဖြစ်ပြီး မြေငှားရမ်းခနှုန်းမှာ တစ်နှစ် တစ်စတုရန်းမီတာလျှင် US$ ၂.၈၃ နှုန်းဖြစ်ပါသည်။

ကန့်သတ်

၄။ လုပ်ငန်းစီမံကိန်းကာလမှာ ကနဦး ၅၀ နှစ်နှင့် ၁၀ နှစ် ၂ ကြိမ် သက်တမ်းတိုး ဖြစ်ပြီး တည်ဆောက်ရေးကာလမှာ ၂ နှစ်ကြာမြင့်မည် ဖြစ်ကြောင်းတင်ပြထားပါသည်။

၅။ လုပ်ငန်း၏ စုစုပေါင်း မတည်ငွေရင်းပမာဏမှာ US$ ၆၀.၅၀ သန်း ဖြစ်ပြီး ထည့်ဝင်မှုများမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

	နိုင်ငံသား		နိုင်ငံခြား		စုစုပေါင်း
	Equity	Loan	Equity	Loan	
ငွေသား	-	-	၁.၀၀	-	၁.၀၀
စက်နှင့်စက်ပစ္စည်း	-	-	၃.၉၅	၂၉.၃၃	၃၃.၂၈
မြေငှားရမ်းခ	၅.၀၀	-	-	-	၅.၀၀
Utilities & Infrastructure တန်ဖိုး	-	၇.၅၀	-	-	၇.၅၀
အဆောက်အဦတန်ဖိုး	-	-	၉.၀၀	-	၉.၀၀
Raw Material	-	-	၁.၀၅	၄.၆၇	၅.၇၂
စုစုပေါင်း	**၅.၀၀**	**၇.၅၀**	**၁၅.၀၀**	**၃၄.၀၀**	**၆၁.၅၀**

၆။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပထမနှစ်တွင် ပြည်တွင်းမှ ဝန်ထမ်း ၂၁၁ ဦးနှင့် ပြည်ပမှ ဝန်ထမ်း ၁၀ ဦး၊ စုစုပေါင်း ၂၂၁ ဦး ခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းမှ အနိမ့်ဆုံး ဝန်ထမ်းတစ်ဦး၏လစာမှာ ကျပ် ၁၂၀,၀၀၀ဖြစ်ပြီး အမြင့်ဆုံးဝန်ထမ်းတစ်ဦး၏လစာမှာ ကျပ် ၁,၀၀၀,၀၀၀ ဖြစ်ပါသည်။ ပြည်ပမှ အနိမ့်ဆုံးဝန်ထမ်းတစ်ဦး၏ လစာမှာ US$ ၃,၀၀၀ ဖြစ်ပြီး အမြင့်ဆုံးဝန်ထမ်းတစ်ဦး၏ လစာမှာ US$ ၅,၀၀၀ ဖြစ်ပါသည်။

၇။ လုပ်ငန်းမှ ထွက်ရှိသော Cans Product များအား ပြည်တွင်း၌ ၉၀ % ရောင်းချပြီး ပြည်ပသို့ ၁၀ % တင်ပို့မည် ဖြစ်ပါသည်။ Scrap Metal များအား ပြည်တွင်း၌ ၂၀ % ရောင်းချပြီး ပြည်ပသို့ ၈၀ % တင်ပို့မည် ဖြစ်ပါသည်။ ထို့အပြင် Cans Product ကို Contract Manufacturing Process (CMP) စနစ်ဖြင့် ပြည်တွင်းရှိ ကုမ္ပဏီအချို့အား ဆောင်ရွက်ပေးမည် ဖြစ်ပါသည်။ ပုံမှန်နှစ် (၆ နှစ်မြောက်) ၏ ထုတ်လုပ်မှုအရေအတွက်၊ ရောင်းဈေးနှုန်းနှင့် CMP လက်ခနှုန်းများမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

အမျိုးအစား	**ပြည်တွင်းရောင်း (Ton)**	**ပြည်တွင်းရောင်းဈေးနှုန်း (US$/Ton)**	**ပြည်ပပို့ (Ton)**	**ပြည်ပရောင်းဈေးနှုန်း (US$/Ton)**	**CMP (Ton)**	**CMP လက်ခနှုန်း (US$/Ton)**
Cans Product	၅,၅၈၀	၈,၀၅၀	၆၂၀	၈,၁၅၀	၁,၀၀၀	၆၀၀
Scrap Metal	၃၂၀	၁,၅၆၀	၁,၂၈၀	၁,၆၈၀	-	

၈။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့်ပုံမှန်နှစ် (၆ နှစ်မြောက်)တွင် ရရှိမည့် ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံးစရိတ် ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည် -

		ကျပ် (သန်း)
(က)	ဝင်ငွေ	၆၂,၈၀၀.၄၉
(ခ)	အသုံးစရိတ်	၅၅,၁၄၄.၇၀
(ဂ)	အသားတင်အမြတ်	၇,၆၅၆.၇၉

၉။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့်နိုင်ငံတော်မှ ပုံမှန်နှစ်တွင် ရရှိမည့် အကျိုးအမြတ် ခန့်မှန်းခြေမှာ ဝင်ငွေခွန် ကျပ် ၂,၅၅၂.၂၆ သန်းနှင့် ကုန်သွယ်လုပ်ငန်းခွန် ကျပ် ၂,၆၇၉.၆၇ သန်း ရရှိမည်ဖြစ်ပါသည်။ လုပ်ငန်း၏ အရင်းကြေကာလ မှာ ၈ နှစ် ၈ လဖြစ်ပြီး အရင်းအနှီးပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၁၂.၂၇ % ဖြစ်ပါသည်။ အမေရိကန်ဒေါ်လာ တစ်ဒေါ်လာလျှင် ၁၁၈၀ ကျပ်နှုန်းဖြင့် တွက်ချက်ဖော်ပြထားပါသည်။

၁၀။ အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဥ်း၍ သက်ဆိုင်ရာဌာနများမှ အောက်ပါအတိုင်း သဘောထား မှတ်ချက်ပြန်ကြားထားပါသည် -

(က) **ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့**မှအဆိုပြုလုပ်ငန်းနှင့်စပ်လျဥ်း၍ ၃-၁၁-၂၀၁၆ ရက်နေ့တွင်ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့အစည်းအဝေး အမှတ်စဥ် (၃၀/၂၀၁၆) ဆုံးဖြတ်ချက်အပိုဒ် (၄၈) အရ ကန့်ကွက်ရန် မရှိပါကြောင်း သဘောထား ပြန်ကြားထားပါသည်။ **နောက်ဆက်တွဲ(က)**

(ခ) **သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန**မှ ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်မှုမရှိစေရေး(သို့မဟုတ်) ထိခိုက်မှုအနည်းဆုံးဖြစ်စေရေးအတွက် ကနဦးပတ်ဝန်းကျင်ဆန်းစစ်ခြင်း(Initial Environmental Examination-IEE) ကိုဆောင်ရွက်ပြီး လိုအပ်ပါက ပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်း (Environmental Impact Assessment-EIA) ကို ဆက်လက်ဆောင်ရွက်ရန်၊ ပတ်ဝန်းကျင် ထိခိုက်မှု လျော့ပါးရေး ဆောင်ရွက်မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ ပါဝင်သည့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှု အစီအစဥ် (Environmental Management Plan -EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော်ဆောင်ရွက်ရန်၊ ပြဌာန်းထားသည့် ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း၊ အမျိုးသား ပတ်ဝန်းကျင် ဆိုင်ရာ အရည်အသွေး(ထုတ်လွှတ်မှု) လမ်းညွှန်ချက်များနှင့် အညီ ဆောင်ရွက်ရန် သဘောထားမှတ်ချက် အပေါ် **ကုမ္ပဏီမှ IEE နှင့် EMP အစီရင်ခံစာများအား NeoTech Myanmar Co., Ltd. ဖြင့် ရေးဆွဲ ဆောင်ရွက်နေကြောင်း တင်ပြထားပါသည်။** **နောက်ဆက်တွဲ(ခ)**

(ဂ) **စက်မှုဝန်ကြီးဌာန**မှ ကန့်ကွက်ရန် မရှိပါကြောင်း သဘောထားမှတ်ချက် ပြန်ကြားထားပါသည် **နောက်ဆက်တွဲ (ဂ)**

(ဃ) **မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း**မှ အဆိုပြုလုပ်ငန်းတည်ဆောက်မှုတွင်သတ်မှတ်ထားသော စံချိန်စံညွှန်းများနှင့်အညီ တည်ဆောက်ရန်နှင့် စံချိန်စံညွှန်းမီ တည်ဆောက်ရေးပစ္စည်းများအသုံးပြု၍တည်ဆောက်ပါက ကန့်ကွက်ရန်မရှိပါကြောင်း သဘောထားမှတ် ချက်ပြန်ကြားထားပါသည်။ **နောက်ဆက်တွဲ (ဃ)**

၁၁။ ငွေရေးကြေးရေး အထောက်အထားအဖြစ် Crown Asia Pacafic Holdings Pte. Ltd. သည် ၄-၈-၂၀၁၆ ရက်စွဲဖြင့် စင်ကာပူနိုင်ငံရှိ Standard Chartered Bank တွင် SDG ၄,၈၄၅.၂၀ နှင့် US$ ၇၇၆,၁၈၃.၈၇ ရှိကြောင်းအထောက်အထားမိတ္တူ၊ ၈-၈-၂၀၁၆ ရက်စွဲဖြင့် စင်ကာပူနိုင်ငံရှိ DBS Bank Limited တွင် S$ ၇၄၄,၇၉၄.၁၂ နှင့် US$ ၁၆,၀၁၉,၅၁၉.၃၃ ရှိကြောင်း အထောက်အထားမိတ္တူ၊ ၂၀၁၅ ခုနှစ် ဒီဇင်ဘာလ ၃၁ ရက်နေ့အထိ နှစ်စဉ် အစီရင်ခံစာနှင့် စင်ကာပူနိုင်ငံတွင် ၁၇-၁၀-၁၉၇၅ ရက်နေ့တွင် ကုမ္ပဏီ အမှတ် ၁၉၇၅၀၁၈၀၇M ဖြင့် ဖွဲ့စည်းထားသော အထောက်အထား၊ Taung Pyar Dan Co., Ltd. သည် ကုမ္ပဏီမှတ်ပုံတင် အမှတ် ၉၁၅/၁၉၉၉-၂၀၀၀ ဖြင့် ၂၀၁၈ ခုနှစ်အထိ သက်တမ်းရှိသော မှတ်ပုံတင်လက်မှတ် မိတ္တူ၊ ၂၀၁၅-၂၀၁၆ ဘဏ္ဍာနှစ် အတွက် စာရင်းစစ်အစီရင်ခံစာတို့ကို တင်ပြထားပါသည်။

၁၂။ **မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်** အနေဖြင့် Fire Alarm System နှင့် Fire Fighting System များဖြင့် မီးဘေးကာကွယ်ရေးအစီအစဉ်များကို တင်ပြထားပါသည်။

၁၃။ Crown Beverage Cans Myanmar Limited မှ စက်ရုံဝန်ထမ်းများ သက်သာချောင်ချိရေးနှင့် လုပ်ငန်းခွင်သာယာရေးစီစဉ်ထားရှိမှုများ၊ ပတ်ဝန်းကျင် ညစ်ညမ်းမှု မဖြစ်ပေါ်စေရန်အတွက် ပတ်ဝန်းကျင်ကာကွယ် ထိန်းသိမ်းမည့် အစီအစဉ်၊ တစ်နှစ်ဝင်ငွေ ကျပ် ၄၈ သိန်းကျော်သော ဝန်ထမ်းများအတွက် ဝင်ငွေခွန် ထမ်းဆောင်မည် ဖြစ်ကြောင်း ကတိဝန်ခံချက်၊ ပတ်ဝန်းကျင်နှင့် လူမှုရေးဆိုင်ရာ လုပ်ငန်းများအတွက် နှစ်စဉ် အသားတင် အမြတ်ငွေ၏ ၂ % ကို အသုံးပြုခြင်း ပါရှိသည့် Corporate Social Responsibility Plan တို့ကို တင်ပြထားပါသည်။

၁၄။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေပါ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပါရန် တင်ပြထားပါသည်။

၁၅။ အဆိုပါလုပ်ငန်းသည် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်မှ ၂၀၁၆ ခုနှစ် မတ်လ ၂၁ ရက်စွဲဖြင့် ထုတ်ပြန်ထားသော အမိန့်ကြော်ငြာစာအမှတ် ၂၆/၂၀၁၆ ၏ စီးပွားရေးလုပ်ငန်းအမျိုးအစားများပြင်ဆင်သတ်မှတ်ခြင်းတွင် ခွင့်မပြုသည့်လုပ်ငန်း၊ဖက်စပ်စနစ်ဖြင့်သာ ဆောင်ရွက်ရမည့်လုပ်ငန်း၊ ကန့်သတ်ချက် တစ်ရပ်ရပ်ကို လိုက်နာဆောင်ရွက်ရမည့် လုပ်ငန်းစာရင်းတို့တွင် မပါဝင်သဖြင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရခွင့်ပြုနိုင်သော လုပ်ငန်းအမျိုးအစားဖြစ်ပါသည်။

၁၆။ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ၃၇/၂၀၁၆ (၃-၁၀-၂၀၁၆) အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။

စိစစ်တင်ပြချက်

၁၇။ အောက်ပါအတိုင်း စိစစ်တင်ပြအပ်ပါသည်-

(က) လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ မြန်မာ့ရေနံနှင့် သဘာဝဓါတ်ငွေ့လုပ်ငန်း၏ သဘာဝဓါတ်ငွေ့ကို သုံးစွဲခြင်းအတွက် Taung Pyar Dan Co., Ltd. ၏ ၂၀၁၆ ခုနှစ် ဩဂုတ်လအတွက် ပေးချေထားသော Invoice ကို တင်ပြထားပါသည်။

(ခ) ဖက်စပ်ကုမ္ပဏီသည် Crown Asia Pacific Holdings Pte. Ltd. အနေဖြင့် ရှယ်ယာအလွှဲအပြောင်းစသော ကိစ္စရပ်များ ဖြစ်ပေါ် လာပါက Taung Pyar Dan Co., Ltd. အနေဖြင့် လွတ်လပ်စွာ ဆောင်ရွက်နိုင်ခွင့်ရှိကြောင်း Appendix A ဖြင့် လည်းကောင်း၊ Service Agreement ဖြင့် ဆက်စပ်၍ Appendix B ဖြင့် လည်းကောင်း၊ ကုမ္ပဏီအနေဖြင့် နှစ်ဦးနှစ်ဖက်သဘောတူညီချက် ကတိကဝတ်ပြုချက်များကို Appendix C ဖြင့် လည်းကောင်း တင်ပြထားပါသည်။

(ဂ) Crown Packaging Technology Inc. နှင့် Crown Beverage Cans Myanmar Limited တို့ အကြား ချုပ်ဆိုမည့် Patent Trademark and Technology License Agreement တွင် Royalty အဖြစ် ထုတ်ကုန်အားလုံး၏ အသားတင်ရောင်းချရမှုအပေါ် ၁ % ကို ပေးချေရမည်ဖြစ်ကြောင်း တင်ပြ ထားပါသည်။

(ဃ) Crown Beverage Cans Myanmar Limited နှင့် Crown Asia Pacific Holdings Pte. Ltd. တို့အကြား ချုပ်ဆိုမည့် Services Agreement တွင် Service Fees အဖြစ် ထုတ်ကုန် အားလုံး၏ အသားတင်ရောင်းချရမှု အပေါ် ၀.၅ % ပေးချေ ရမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

(င) Crown Beverage Cans Myanmar Limited နှင့် မြန်မာ ကုမ္ပဏီ Taung Pyar Dan Co., Ltd. တို့အကြား ချုပ်ဆိုမည့် Supply Contract တွင် ထုတ်ကုန်ဖျော်ရည်ဗူးခွံ အရွယ်အစား (၄) မျိုးကို Taung Pyar Dan Co., Ltd. မှ ဝယ်ယူမည် ဖြစ်ကြောင်းနှင့် ၎င်းတို့၏ ဈေးနှုန်း၊ ဝယ်ယူမည့် အစီအစဉ်တို့ကို တင်ပြထားပါသည်။

(စ) နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ပုဂ္ဂလိကမြေတွင် ငှားရမ်းဆောင်ရွက်ခွင့်ပြုရန် ကိစ္စကို ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးမှ သဘောတူခွင့်ပြုပြီးမှသာ ခွင့်ပြုမိန့် ထုတ်ပေးမည် ဖြစ်ပါသည်။

ဆုံးဖြတ်ရန်အချက်

၁၈။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြ လာခြင်းနှင့်စပ်လျဉ်း၍ ခွင့်ပြုမိန့်ထုတ်ပေးရန် သဘောတူ-မတူ။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ

ကုမ္ပဏီဒါရိုက်တာနှင့်အစုရှင်များ၏နေရပ်လိပ်စာစာရင်း

စဥ်	ကုမ္ပဏီအမည်	ဒါရိုက်တာ/အစုရှင်များ၏အမည်	ဒါရိုက်တာ/အစုရှင်များ၏ ဆက်သွယ်ရန်လိပ်စာ
၁။	Crown Beverage Cans Myanmar Limited	A. Taung Pyar Dan Co., Ltd. Represented by	No. 15, Junction Square Compound, Pyay Road, Kamayut Township, Yangon
		(၁)Deepak Kumar @ U Maung Maung Oo Managing Director Myanmar 12/Pa Ba Ta (Naing) 000684	No.715, Room No.19, 2nd Floor, Merchant Road, Ward No. 3, Pabedan Township, Yangon.
		(၂) Vinod Kumar @ U Tun Tun Win Director Myanmar 12/Pa Ba Ta (Naing) 003175	No.10 , Mingalar Street, Ward No. 16, Yankin Township, Yangon.
		B. Crown Asia Pacific Holdings Pte Ltd. Represented by	10 Hoe Chiang Road # 19-01 Keppel Towers, Singapore 089315.
		(၁)Mr. Robert Henry Bourque Jr President American P. P. No. 483717596	59 Cove Way # 08-16 Seascape Singapore 098309.
		(၂) Mr. Goh Hock Huat Director Singaporean P. P. No. E 2822435 B	183 West Coast Park Singapore 127709.

		(၃) Mr. Koh Chin lee Director Singaporean P. P. No. E 3979227 A	45 Tagore Avenue Singaproe 787665.

၁။ ဆက်သွယ်ရမည့်တယ်လီဖုန်းနံပါတ်၊ဖက်စ်နံပါတ် - ၀၉-၅၁၆၆၆၆၁

၂။ ဆက်သွယ်ရမည့် လိပ်စာအပြည့်အစုံ -

၃။ ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်၊ရာထူး - ဒေါ်တင်ဇာမော်

၄။ ကုမ္ပဏီအနေဖြင့်ဆောင်ရွက်သည့်လုပ်ငန်းများ - ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

၅။ ကုမ္ပဏီမှတ်ပုံတင်အမှတ်/နေ့စွဲ - -

၆။ ကုမ္ပဏီမှတ်ပုံတင် သက်တမ်းကုန်ဆုံးသည့်နေ့စွဲ - -

၇။ ဘဏ်အမည်နှင့်ဘဏ်စာရင်းအမှတ် - -

တိုင်းဒေသကြီးအစိုးရအဖွဲ့ စာအမှတ် ၂၄၅၂ ရက်စွဲ ၆/၁၁/၁၆ ရန်ကုန်တိုင်းဒေသကြီး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၃ / ၆ - ၃ (၇) / တိုင်းရင်းသား

ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ နိုဝင်ဘာ လ ၉ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၂. ၁၀. ၂၀၁၆)ရက်စွဲပါစာအမှတ်၊ မရက-၃/န-၁၃၉၉/၂၀၁၆(၁၃၄၁-ခ)

၁။ စင်ကာပူနိုင်ငံတွင်ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅%နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅% ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈. ၈၁ ဧက (၃၅၆၅၂. ၈၄ စတုရန်းမီတာ)၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာမှုအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာပါသည်။

၂။ အဆိုပါကိစ္စနှင့်စပ်လျဉ်း၍ (၃. ၁၁. ၂၀၁၆)ရက်နေ့ တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၃၀/၂၀၁၆)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၄၈)အရ ကန့်ကွက်ရန်မရှိပါကြောင်း တင်ပြအပ်ပါသည်။

ဝန်ကြီးချုပ် (ကိုယ်စား)

(နော်ပန်းသဉ္ဇာမျိုး၊ ကရင်တိုင်းရင်းသားလူမျိုးရေးရာဝန်ကြီး)

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီးကရင်တိုင်းရင်းသားလူမျိုးရေးရာဝန်ကြီး

ရန်ကုန်မြောက်ပိုင်းခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန

မင်္ဂလာဒုံမြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန

Crown Beverage Cans Myanmar Limited

လက်ခံစာတွဲ/မျှောစာတွဲ

D/2016/Cabinet/30.(1)

M-1757
7/11/16

ရင်းနှီးမြှုပ်နှံမှုဌာနဆိုင်ရာပူးပေါင်းလုပ်ငန်းအဖွဲ့
ရန်ကုန်မြို့
စာအမှတ်၊၀၀၁/ MIC(OSS) /၀၁(၂၃၉ / ၁၆)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် နိုဝင်ဘာလ ၇ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **Crown Beverage Cons Myanmar Limited မှ ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကိုဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်း ကိစ္စနှင့်ပတ်သက်၍သဘောထားမှတ်ချက်ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၁-၁၀-၂၀၁၆ ရက်စွဲပါစာအမှတ်၊ မရက-၃/ န-၁၃၉၉/ ၂၀၁၆(၁၃၃၉)

၁။ စင်္ကာပူနိုင်ငံတွင်ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅%နှင့် မြန်မာနိုင်ငံတွင်ဖွဲ့စည်းထားသော Taung Pyar Dan Co.,Ltd. မှ ၂၅%ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cons Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ဧက(၃၅၆၅၂.၈၄ စတုရန်းမီတာ)၌ ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကိုဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းကိစ္စနှင့်ပတ်သက်၍ စိစစ်ပြီးသဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်းပါစာဖြင့်အကြောင်းကြားလာပါသည်။

၂။ ပူးတွဲပေးပို့လာသောအဆိုပြုလွှာတွင် ရင်းနှီးမြှုပ်နှံမှုကာလမှာ ကနဦးနှစ် (၅၀)နှင့် (၁၀) နှစ်သက်တမ်းတိုး (၂) ကြိမ်ဖြစ်ကြောင်း၊ တည်ဆောက်ရေးကာလမှာ (၂)နှစ် ဖြစ်ကြောင်း၊ လုပ်ငန်းဆောင်ရွက်မည့် Decorator & Base Coater တွင် Printing Ink အသုံးပြုမှုမှာ ပထမနှစ်တွင် ၁၂၈၀၀kg မှ ၅နှစ်နှင့်၂၀နှစ်အတွင်း ၁၉၂၀၀kgထိ တိုးမြှင့်တင်သွင်းသုံးစွဲသွားမည်ဖြစ်ကြောင်း၊ ဝန်ထမ်းများသက်သာချောင်ချိရေးအစီအစဉ်၊ မီးဘေးကာကွယ်ရေးအစီအမံများကိုလည်း ထားရှိဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း၊ လုပ်ငန်းမှရရှိလာမည့် အသားတင်အမြတ်ငွေ၏ (၂%) ကို လူမှုရေးဆိုင်ရာတာဝန်ခံဆောင်ရွက်မှု(Corporate Social Respon-

sibility- CSR) လုပ်ငန်းများတွင် ထည့်ဝင်အသုံးပြုသွားမည်ဖြစ်ကြောင်းဖော်ပြပါရှိပါသည်။ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်ပတ်သက်၍ စွန့်ပစ်ပစ္စည်း၊ စွန့်ပစ်အရည်၊ အနံ့အသက်ဆိုးများနှင့်ဖုန်မှုန့်များ၊ ဆူညံသံများအား ပတ်ဝန်းကျင်ထိခိုက်မှုမရှိစေရန်ထိန်းသိမ်းဆောင်ရွက်သွားမည်ဖြစ်ပြီး လုပ်ငန်းခွင်သုံးဓာတုဗေဒပစ္စည်းများပါဝင်သည့် ရေဆိုးများအတွက် ရေဆိုးသန့်စင်စနစ်(Waste Water Treatment Plant)တည်ဆောက်ပြီး ပြန်လည်သန့်စင်ပြီးမှစွန့်ပစ်သွားမည်ဖြစ်ကြောင်းနှင့် သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနမှ ချမှတ်ထားသောလမ်းညွှန်ချက်များအတိုင်း လိုက်နာဆောင်ရွက်သွားမည်ဖြစ်ကြောင်း ဖော်ပြပါရှိပါသည်။

၃။ Crown Beverage Cons Myanmar Limited မှ လုပ်ငန်းများဆောင်ရွက်ရာတွင် အသုံးပြုမည့်ယာဉ်နှင့်စက်ကိရိယာပစ္စည်းများမှထွက်ရှိလာမည့် အခိုးအငွေ့များ၊ ဆူညံသံများနှင့် အနံ့ဆိုးများ၊ လုပ်ငန်းခွင်သုံးဓာတုဗေဒပစ္စည်းများနှင့်အခြားစွန့်ပစ်ပစ္စည်းများကြောင့်လည်းကောင်း၊ ရေဆိုးစွန့်ပစ်စနစ်တွင်အသုံးပြုမည့် ဓာတုဗေဒပစ္စည်းသိုလှောင်ထားရှိမှုနည်းစနစ်မမှန်ခြင်း၊ ရေဆိုးစွန့်ပစ်စနစ်မှထွက်ရှိလည်မည့် အစိုင်အခဲများကို စနစ်တကျစွန့်ပစ်ခြင်းမရှိခြင်းကြောင့် ပတ်ဝန်းကျင် လေထု၊ ရေထု၊ မြေထုညစ်ညမ်းခြင်းများဖြစ်ပေါ်လာနိုင်ပါသည်။ လုပ်ငန်းခွင်အတွင်းတွင်လည်း သတ္တုများ၊ ပိုလီမာ(Polymer)နှင့်အခြားဓာတုဗေဒပစ္စည်းများကိုစနစ်တကျကိုင်တွယ်ခြင်း၊ အကာအကွယ်ပစ္စည်းများမသုံးစွဲခြင်းကြောင့် လုပ်ငန်းခွင်အလုပ်သမားများနှင့်အနီးပတ်ဝန်းကျင်ရှိ အခြားပြည်သူများ၏ ကျန်းမာရေးကိုထိခိုက်စေနိုင်ခြင်း စသည့်ပတ်ဝန်းကျင်ဆိုင်ရာထိခိုက်မှုပြဿနာများ ဖြစ်ပေါ်လာစေနိုင်ပါသည်။

၄။ သို့ဖြစ်ပါ၍ Crown Beverage Cons Myanmar Limited မှ ဖျော်ရည်ဗူးခွံများထုတ်လုပ်ရောင်းချခြင်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းကိစ္စနှင့်ပတ်သက်၍ အောက်ပါအတိုင်းသဘောထား မှတ်ချက် ပြန်ကြားအပ်ပါသည်-

(က) အဆိုပြုလုပ်ငန်းများကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေးနှင့် ကျန်းမာရေးထိခိုက်ပျက်စီးမှုများကို လျော့နည်းစေရန်အတွက် လုပ်ငန်းဆိုင်ရာ အချက်အလက်များကို ပြည့်စုံစွာဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့်နည်းစနစ်များအား အသုံးပြုရန်နှင့် အဆိုပြုလွှာတွင်ဖော်ပြထားသည့် လူမှုရေးဆိုင်ရာအကျိုးပြုလုပ်ငန်းများတာဝန်ခံဆောင်

ရှက်မှု(Corporate Social Responsibility – CSR)အတွက် အသားတင် အမြတ်ငွေ၏ (၂%)အား အသုံးပြုခြင်းအပါအဝင် ကတိကဝတ်များအား လိုက်နာ အကောင်အထည်ဖော်ဆောင်ရွက်ရန်။

(ခ) အဆိုပြုလုပ်ငန်းများကြောင့် ပတ်ဝန်းကျင်နှင့်လူမှုရေးထိခိုက်မှုမရှိစေရေး(သို့မဟုတ်) ထိခိုက်မှုအနည်းဆုံးဖြစ်စေရေးအတွက် **ကနဦးပတ်ဝန်းကျင်ဆန်းစစ်ခြင်း** (Initial Environmental Examination - IEE)ကို ဆောင်ရွက်ပြီး ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်းပါ အချက်အလက်များပါအတိုင်း အစီရင်ခံစာရေးသားတင်ပြရန်နှင့် ဝန်ကြီးဌာနမှ လိုအပ်ပါက **ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း**(Environmental Impact Assessment-EIA) ကို ဆက်လက်ဆောင်ရွက်ရန်။

(ဂ) အထက်ပါလေ့လာဆန်းစစ်မှုရလဒ်များကို အခြေခံ၍ ပတ်ဝန်းကျင်နှင့်လူမှုရေး ထိခိုက်မှုမဖြစ်ပေါ်စေရေး (သို့မဟုတ်) ထိခိုက်မှုအနည်းဆုံးဖြစ်စေသည့် လုပ်ငန်းဆောင်ရွက်မည့်အစီအစဉ် စွန့်ပစ်ပစ္စည်း / စွန့်ပစ်အရည်စီမံခန့်ခွဲမှု အစီအစဉ်၊ စောင့်ကြပ်ကြည့်ရှုစစ်ဆေးမည့်အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှုလျော့ပါးစေရေး ဆောင်ရွက်မည့်လုပ်ငန်းများအတွက် သုံးစွဲမည့်ရန်ပုံငွေ စသည်တို့ပါဝင်သည့် ပတ်ဝန်းကျင်စီမံခန့်ခွဲမှုအစီအစဉ် (Environmental Management Plan – EMP) ရေးဆွဲတင်ပြရန်နှင့် စီမံချက်ပါအတိုင်း အကောင်အထည်ဖော်ဆောင်ရွက်ရန်။

(ဃ) ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်းများ၊ အမျိုးသားပတ်ဝန်းကျင်ဆိုင်ရာအရည်အသွေး (ထုတ်လွှတ်မှု) လမ်းညွှန်ချက်များနှင့်အညီ လိုက်နာဆောင်ရွက်ရန်။

(င) သက်ဆိုင်ရာ တိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ ကြီးကြပ်ကွပ်ကဲမှုဖြင့် ဒေသခံပြည်သူများ၏ ဆန္ဒနှင့်သဘောထားများ ရယူဆောင်ရွက်ရန်။

ခင်သီတာတင်
၇/၁၁/၂၀၁၆

(ခင်သီတာတင်)
ညွှန်ကြားရေးမှူး
ရန်ကုန်တိုင်းဒေသကြီး၊
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

မိတ္တူကို

ပြည်ထောင်စုဝန်ကြီးရုံး

သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန

ညွှန်ကြားရေးမှူးချုပ်၊ သစ်တောဦးစီးဌာန

ဦးဆောင်ညွှန်ကြားရေးမှူး၊ မြန်မာ့သစ်လုပ်ငန်း

ညွှန်ကြားရေးမှူးချုပ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

ညွှန်ကြားရေးမှူး၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန၊ ရန်ကုန်တိုင်းဒေသကြီး

ရုံးလက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စက်မှုဝန်ကြီးဌာန

စာအမှတ်၊ ၁၃-စမ(၂)၂၀၁၆-၂၀၁၇(၁၉၇၆)

ရက် စွဲ၊ ၂၀၁၆ ခုနှစ်၊ နိုဝင်ဘာလ ၄ ရက်

M-1751
7/11/16

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး

အကြောင်းအရာ။ **သဘောထားမှတ်ချက် ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၂.၁၀.၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ မရက-၃ / န-၁၃၉၉ / ၂၀၁၆ (၁၃၄၁-ဂ)

၁။ Crown Beverage Cans Myanmar Limited မှ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်စက်မှုဇုန်၊ မြေကွက်အမှတ်(၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇)တွင် ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် အကြောင်းကြားလာပါသည်။

၂။ အဆိုပါကုမ္ပဏီမှ ဆောင်ရွက်မည့်လုပ်ငန်းများနှင့်ပတ်သက်၍ အောက်ပါအတိုင်း စိစစ်တွေ့ရှိရပါသည်-

(က) ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံပြီး ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်မည် ဖြစ်ပါသည်။

(ခ) လျှပ်စစ်သွယ်တန်းအသုံးပြုမှုနှင့် ဘွိုင်လာအသုံးပြုမှုတို့ကို လျှပ်စစ်ဥပဒေ၊ ဘွိုင်လာဥပဒေတို့နှင့်အညီ အသုံးမပြုမီ စစ်ဆေးဆောင်ရွက်ရန် လိုအပ်ပါသည်။

(ဂ) မီးဘေးအန္တရာယ်ကင်းဝေးစေရေးနှင့် ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမဖြစ်ပေါ်စေရေးတို့အတွက် သက်ဆိုင်ရာဌာနများ၏ စိစစ်ချက်ဖြင့် စနစ်တကျ ဆောင်ရွက်ရန်နှင့် ၎င်းအစီအမံအတွက် အသားတင်အမြတ်ငွေ၏ ၂ % သုံးစွဲရန် လိုအပ်ပါသည်။

(ဃ) ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေနှင့်အညီ စက်မှုမှတ်ပုံတင် လျှောက်ထားဆောင်ရွက်ရန် လိုအပ်ပါသည်။

(င) ကုန်ထုတ်လုပ်ငန်းလုပ်ကိုင်ရာတွင် ဓာတုပစ္စည်းနှင့် ဆက်စပ်ပစ္စည်းများ အန္တရာယ်မှ တားဆီးကာကွယ်ရေးဥပဒေနှင့်အညီ လိုက်နာဆောင်ရွက်ရန် လိုအပ်ပါသည်။

(စ) ဖျော်ရည်ဗူးအခွံ(Can)များ ထုတ်လုပ်ခဲ့ဘူးခြင်းမရှိပါ၍ အသုံးပြုမည့်ကုန်ကြမ်းနှင့် စက်ပစ္စည်းများအား စိစစ်ပေးနိုင်ခြင်း မရှိပါ။

၃။ သို့ပါ၍ Crown Beverage Cans Myanmar Limited မှ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရာတွင် အထက်ပါ လိုအပ်ချက်များအား ဖြည့်ဆည်းဆောင်ရွက်သွားမည်ဆိုပါက ဤဝန်ကြီးဌာနအနေဖြင့် **ကန့်ကွက်ရန်မရှိပါကြောင်း** ပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(ကိုကိုလွင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

စက်မှုကြီးကြပ်ရေးနှင့်စစ်ဆေးရေးဦးစီးဌာန

မြန်မာ့ဆေးဝါးလုပ်ငန်း

ရုံးလက်ခံ

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း
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သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မအသ / MIC /၀၈၇၃ / ၂၀၁၆။

ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ နိုဝင်ဘာလ၊ (၂၃) ရက်။

အကြောင်းအရာ။ ။ **Crown Beverage Cans Myanmar Limited ၏ ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းဆောင်ရွက်ရန်ကိစ္စ။**

ရည်ညွှန်းချက်။ ။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၈.၁၀.၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ မရက–၃/န–၁၃၉၉/၂၀၁၆ (၁၃၅၂)။

၁။ အထက်ဖော်ပြပါအကြောင်းအရာကိစ္စနှင့်စပ်လျဉ်း၍ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းသို့ သက်ဆိုင်ရာ Crown Beverage Cans Myanmar Limited မှ ၂၀၁၆ခုနှစ်၊ အောက်တိုဘာလ(၁၈)ရက်စွဲဖြင့် မြေကွက်အမှတ် ၂၂၁၊၂၂၂၊၂၂၄၊၂၂၅၊၂၂၆၊၂၂၇ ၊ရန်ကုန်စက်မှုဇုန်၊မင်္ဂလာဒုံမြို့နယ်၊ရန်ကုန်တိုင်းဒေသကြီး ရှိ မြေဧရိယာ(၈.၈၁)ဧက ပေါ်တွင် ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းဆောင်ရွက်ရန် အဆောက်အဦနှင့် ပက်သက်သောပုံစံများနှင့် အသေးစိတ်ဇယားများကို လိုအပ်သော လမ်းညွှန်ချက်များပေးပါရန် တင်ပြခဲ့ပါသည်။

၂။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းတွင် ဖွဲ့စည်းထားသော MIC Projects Assessment Committee မှ ယင်းကိစ္စနှင့် ပတ်သက်၍ (၂၇.၁၀.၂၀၁၆)ရက်နေ့မှ (၁၆.၁၁.၂၀၁၆) ရက်နေ့အထိ လိုအပ်သော ပုံစံနှင့် BQ များတောင်းခံခဲ့ရပြီး (၂၀.၁၁.၂၀၁၆) ရက်နေ့အထိ အဆောက်အဦအတွက်အသုံးပြုမည့် ဆောက်လုပ်ရေးပစ္စည်းများကို စိစစ် သုံးသပ်ခဲ့ပါသည်။ (၂၁.၁၁.၂၀၁၆) တွင် ထောက်ခံတင်ပြသော အရေအတွက် အပေါ် ကုမ္ပဏီ ဘက် သို့ သဘောတူကြောင်း စာတောင်း ခံခဲ့ရာ ၊ (၂၂.၁၁.၂၀၁၆) နေ့တွင် ရရှိခဲ့ ပါသည်။

၃။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းတွင် ဖွဲ့စည်းထားသော MIC Projects Assessment Committee မှ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ သဘောထားမှတ်ချက်ပေးနိုင်ရေး အတွက် Presentation ပြုလုပ်ရန်ဖိတ်ကြားချက်အရ Crown Beverage Cans Myanmar Limited မှ တာဝန် ရှိသူများမှ (၂၃–၁၁–၂၀၁၆) ရက်နေ့တွင် မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း သို့ လာရောက်၍ စီမံကိန်း နှင့် ပတ်သတ်သော အချက်အလက်များကို ရှင်းလင်းတင်ပြခဲ့သည်။

၄။ အဆိုပါ Presentation သို့မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း မှ MIC Projects Assessment Committee အဖွဲ့ဝင် များဖြစ်ကြသော အတွင်းရေးမှူး ဦးကြည်လွင်၊အဖွဲ့ဝင် များဖြစ်ကြသော ဦးကျော်စန်ဝင်း၊ ဦးကိုကိုကြီး၊ ဦးခင်မောင်ဌေး နှင့် ဦးခင်မောင်မောင် တို့တက်ရောက်ခဲ့ကြပါသည်။

၅။ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း၊ MIC Projects Assessment Committee အနေဖြင့် ရန်ကုန်တိုင်းဒေသကြီး တွင် ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းတည်ဆောက်မှုတွင် သတ်မှတ်ထားသော စံချိန်စံညွှန်းများနှင့်အညီ တည်ဆောက်ရန်နှင့် စံချိန်စံညွှန်းမီ တည်ဆောက်ရေးပစ္စည်းများ အသုံးပြု၍ တည်ဆောက်ပါက ကန့်ကွက်ရန်မရှိပါကြောင်း တင်ပြအပ်ပါသည်။

၆။ Crown Beverage Cans Myanmar Limited မှ (၂၁.၁၁.၂၀၁၆) ရက်စွဲပါ စာဖြင့် Imported List တွင် ပါဝင် သည့် Item5 to Item 9 ရှိပစ္စည်းများ ကို မတင်သွင်း တော့ပါကြောင်း တင်ပြလာ သဖြင့် ပူးတွဲ (၁) ပါစာ ဖြင့် တင်ပြအပ်ပါသည်။

၇။ အဆောက်အဦပိုင်းတွင် ပြည်ပမှတင်သွင်းမည့် အောက်ဖော်ပြပါ ဆောက်လုပ်ရေးပစ္စည်းများနှင့် အရေအတွက်ကို ထောက်ခံတင်ပြအပ်ပါသည်။

စဉ်	ပစ္စည်းအမျိုးအမည်	MIC စာအုပ်ပါ အရေအတွက်	BQ တွင်ပါဝင်သော အရေအတွက်	ထောက်ခံတင်ပြသော အရေအတွက်
၁။	Structural Steel	၆၅၀ T	၆၅၀ T	၅၅၂ T

T = တန်

၈။ အဆောက်အဦ၏ Electrical နှင့် Water & Sanitation ကို စိစစ်ခဲ့ရာ လက်ခံနိုင်ကြောင်း တင်ပြအပ်ပါသည်။ ဆက်လက်၍ ACMV တို့နှင့် ပတ်သက်သည့် သဘောထားမှတ်ချက်အား သီးခြား ထပ်မံတင်ပြမည် ဖြစ်သည်။

မှတ်ချက်။ ။(၁) ယခုတင်ပြသော စီမံကိန်းစိစစ်ရာတွင် တင်ပြသောပုံစံဒီဇိုင်းများသည် အမှန်တကယ်အသေးစိတ် တည်ဆောက်မည့် ပုံစံဒီဇိုင်းများနှင့် ကွဲလွဲမှုရှိမည်ဆိုပါက ယခုတွက်ချက်ထားသောပစ္စည်းအရေအတွက်များမှာ အမှန်တကယ်သုံးစွဲမည့်အရေအတွက်နှင့် ကွာခြားနိုင်ပါသည်။ သို့အတွက် လိုအပ်ပါက Detail Drawings မှ တွက်ချက်ထားသော Detail Estimate ရရှိပြီးသည့်အခါတွင် ပြန်လည်စိစစ်မှုများဆောင်ရွက်ရန် လိုအပ်ပါသည်။ (Subject to Check)

(၂) သက်ဆိုင်ရာမီးသတ်ဦးစီးဌာနမှချမှတ်ထားသော လမ်းညွှန်ချက်များအတိုင်းလိုက်နာဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

ဥက္ကဋ္ဌ (ကိုယ်စား)

(ကြည်လွင်၊အတွင်းရေးမှူး)

MIC Projects Assessment Committee

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

မိတ္တူကို – Managing Director, Crown Beverage Cans Myanmar Limited

– ညွှန်ကြားရေးမှူးချုပ်၊ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

– ဥက္ကဋ္ဌ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း MIC Projects Assessment Committee

– ရုံးလက်ခံ / မျှောစာတွဲ

MIC Projects Assessment Committee
Myanmar Engineering Society

TAUNG PYAR DAN COMPANY LIMITED

No. 184(B), Thein Byu Road, Botataung Township, Yangon, Myanmar. Tel: (951) 204007 & Fax: (951) 240637

ရက်စွဲ။ ။21-11-2016

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။တင်သွင်းခြင်းမပြုမည့်ပစ္စည်းများ အကြောင်းကြားခြင်း။

အထက်အကြောင်းအရာပါ ကိစ္စနှင့် ပတ်သက်၍ Crown Beverage Cans Myanmar Ltd. မှ လျှောက်ထားသော Construction Material များမှ Items (5) မှ Items (9) အထိ ပစ္စည်းများအား ပြည်ပမှ တင်သွင်းခြင်း မပြုပါကြောင်း အကြောင်းကြားအပ်ပါသည်။

- Items များအား ပူတွဲပါအတိုင်းတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Tun Tun Win

Director

Taung Pyar Dan Co., Ltd.

PROPOSAL FORM (1) RE-ITEM 7(5)

VALUE OF BUILDINGS MATERIALS TO BE IMPORTED

(US$ IN MILLION)

Exhibit No. II(B)

Sr No	DESCRIPTION	New/Used	A/C Unit	Quantity	UNIT PRICE IN US$	TOTAL COST IN US$
1	PEB Building Steelwork (including windows/ doors/extract fans)	New	Lot	7	252,500	1,767,500
2	Cables & Wires	New	Lot	6	34,300	205,800
3	Fire Fighting System / Water Pump Accessories	New	Lot	6	90,000	540,000
4	HVAC System	New	Lot	4	41,500	166,000
5	Steel Rebar	New	Lot	4	123,750	495,000
6	Other Construction Materials & Labour Charges	New	Lot	10	214,700	2,147,000
7	Professional Services on Design, Management	New	Lot	3	120,300	360,900
8	Land Preparation	New	Lot	1	217,900	217,900
9	Land & Utility and Services Road	New	Lot	7	185,700	1,299,900
	TOTAL					7,200,000

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းနိုင်ငံခြားရင်းနှီး
မြှုပ်နှံမှုပြုလုပ်ရန် ကမကထပြုသူ၏ လုပ်ငန်းဆောင်ရွက်ရန်

အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF UNION OF MYANMAR

CROWN BEVERAGE CANS MYANMAR LIMITED

Reference No ----------------------------

Date September 2016

To,

Chairman

Myanmar Investment Commission

The Republic of Union of Myanmar

Subject: : Submission of Proposal to make forging Investment in the Republic of Union of Myanmar.

Excellency;

As, we desire to make an investment in the Republic of Union of Myanmar accordance with the Foreign Investment Law, we herewith submit a duly stamped proposal Form (1) together with the following supporting documents:

(1) Letter to the Chairman of the Myanmar Investment Commission requesting certain investment incentives and exemptions related to application.
(2) Joint Venture Agreement made between CROWN Asia Pacific Holdings Pte Ltd and Taung Pyar Dan Co.,Ltd;
(3) Land Grant by U Tun Tun Win (Plot 221, 222);
(4) Land Grant by U Maung Maung Oo (Plot 224, 225, 226, 227);
(5) Memorandum and Articles of Associated of Crown Beverage Cans Myanmar Limited;
(6) Board of Director Resolution evidencing CROWN Asia Pacific Holdings Pte Ltd approval to Investment in Crown Beverage Cans Myanmar Limited in Myanmar.
(7) Financial Supporting documents of CROWN Asia Pacific Holdings Pte Ltd and Taung Pyar Dan Co.,Ltd;

We trust that the above is satisfactory and that the proposal will be reviewed, evaluated and acted with due speed. If you should have any information and questions, however, please do not hesitate to let us know.

Yours Sincerely,

U Maung Maung Oo

Investor / Promoter

ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ -၀၁-၆၅၈၁၂၈ — စာအမှတ်၊မရက-၃/န-၁၃၉၉/၂၀၁၆ (၁၃၄၁-၈)
- ၀၁-၆၅၈၁၄၁ — ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၁၂ ရက်

သို့

ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့ရုံး

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ Crown Beverage Cans Myanmar Limited ၏ ၂၇-၉-၂၀၁၆ ရက်စွဲပါစာ

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံ မှု ကော်မရှင်သို့ အဆိုပြု တင်ပြလာပါသည်။

၂။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ အခန်း (၆) အပိုဒ် (၄၄) ပါ ပြဋ္ဌာန်းချက်နှင့်အညီ အဆိုပြုချက်ကိုစိစစ်ရာတွင် နေပြည်တော်ကောင်စီ သို့မဟုတ် တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ် အစိုးရအဖွဲ့၏ သဘောထားကို တောင်းခံရယူရန် လိုအပ်ပါသည်။

၃။ ကော်မရှင်အနေဖြင့် လုပ်ငန်းအဆိုပြုလွှာများကို ဆောလျင်စွာ စိစစ်ပေးရမည်ဖြစ်ပါသဖြင့် ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ အောက်ပါသဘောထားမှတ်ချက်အား ဤစာလက်ခံရရှိသည့် နေ့မှ **ခုနှစ်ရက်အတွင်း** ဝန်ကြီးချုပ် (သို့မဟုတ်) ဝန်ကြီးချုပ်က တာဝန်ပေးအပ်သူ တစ်ဦးဦးက လက်မှတ်ရေးထိုးပြန်ကြားပေးပါရန် အဆိုပြုလွှာတစ်စုံအား ပူးတွဲပေးပို့လျက် ညှိနှိုင်းမေတ္တာရပ်ခံ အပ်ပါ သည်-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့် နေရာသည် နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိ မြို့ပြ စီမံကိန်းကို ထိခိုက်ခြင်း ရှိ/ မရှိ။

(ခ) မြို့နယ်ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှု အတွက် အထောက်အကူဖြစ်/ မဖြစ်။

(ဂ) ဖော်ပြပါ မြေနေရာအား စက်ရုံအတွက် သုံးစွဲခြင်းအပေါ် ဒေသခံများက လူမှု ရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်းရှိ/ မရှိ။

(ဃ) လုပ်ငန်းဆောင်ရွက်နိုင်မည့် မြေအမျိုးအစား ဟုတ်- မဟုတ်။

(င) တိုင်းဒေသကြီးအစိုးရအဖွဲ့၏ အကြံပြုချက်။

၄။ Crown Beverage Cans Myanmar Limited နှင့်စပ်လျဉ်း၍ ဒေါ်တင်ဇာမော်၊ တယ်လီဖုန်း ၀၉-၅၁၆၆၆၆၁ သို့ဆက်သွယ်ဆောင်ရွက်နိုင်ပါရန် အကြောင်းကြားအပ်ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို
စီမံကိန်းရေးဆွဲရေးဦးစီးဌာန၊ ရန်ကုန်တိုင်းဒေသကြီး
Crown Beverage Cans Myanmar Limited
ရုံးလက်ခံ/မျှောစာတွဲ

တိုင်းဒေသကြီးအစိုးရအဖွဲ့ ရန်ကုန်တိုင်းဒေသကြီး
စာအမှတ် ၂၄၉၂
ရက်စွဲ ၉/၁၁/၁၆

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ်၊ ၃ / ၆ - ၃ (၇) / တိုင်းရင်းသား
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ နိုဝင်ဘာ လ ၉ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၂. ၁၀. ၂၀၁၆)ရက်စွဲပါစာအမှတ်၊ မရက-၃/န-၁၃၉၉/၂၀၁၆(၁၃၄၁-ခ)

၁။ စင်ကာပူနိုင်ငံတွင်ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅%နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅% ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈. ၈၁ ဧက (၃၅၆၅၂. ၈၄ စတုရန်းမီတာ)၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြလာမှုအပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံလာပါသည်။

၂။ အဆိုပါကိစ္စနှင့်စပ်လျဉ်း၍ (၃. ၁၁. ၂၀၁၆)ရက်နေ့ တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၃၀/၂၀၁၆)၊ ဆုံးဖြတ်ချက်အပိုဒ် (၄၈)အရ ကန့်ကွက်ရန်မရှိပါကြောင်း တင်ပြအပ်ပါသည်။

ဝန်ကြီးချုပ် (ကိုယ်စား)
(နော်ပန်းသဥ္ဇာမျိုး၊ ကရင်တိုင်းရင်းသားလူမျိုးရေးရာဝန်ကြီး)

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီးကရင်တိုင်းရင်းသားလူမျိုးရေးရာဝန်ကြီး
ရန်ကုန်မြောက်ပိုင်းခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
မင်္ဂလာဒုံမြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
Crown Beverage Cans Myanmar Limited
လက်ခံစာတွဲ/မျှောစာတွဲ

D/2016/Cabinet/30.,(1)

ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ -၀၁-၆၅၈၁၂၈
🖷- ၀၁-၆၅၈၁၄၁

စာအမှတ်၊မရက-၃/န-၁၃၉၉/၂၀၁၆(၁၇၅၂)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၁၈ ရက်

သို့

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Crown Beverage Cans Myanmar Limited တည်ထောင်၍ ဖျော်ရည်ဗူးအခွံများထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်တင်ပြလာခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ Crown Beverage Cans Myanmar Limited ၏ ၂၇-၉-၂၀၁၆ ရက်စွဲပါစာ

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီး မြှုပ်နှံ မှု ကော်မရှင်သို့ အဆိုပြုတင်ပြလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ အဆိုပြုလုပ်ငန်းတွင် အဆောက်အဦဆောက်လုပ်ရန်အတွက် တင်သွင်းလာမည့်ပစ္စည်းများအား စိစစ်၍ သဘောထားမှတ်ချက်အား စာလက်ခံရရှိသည့်နေ့မှစ၍ **ခုနစ်ရက်အတွင်း** ပြန်ကြားပေးပါရန် ရည်ညွှန်းစာပါ အဆိုပြုချက်တစ်စုံအား ပူးတွဲပေးပို့မေတ္တာရပ်ခံအပ်ပါသည်။

၃။ Crown Beverage Cans Myanmar Limited နှင့် ပတ်သက်၍ ဆက်သွယ်ရမည့် ပုဂ္ဂိုလ်မှာ ဒေါ်တင်ဇာမော်၊ တယ်လီဖုန်း ၀၉-၅၁၆၆၆၆၁ ဖြစ်ပါကြောင်း အသိပေးအပ်ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို
Crown Beverage Cans Myanmar Limited (Master Plan, Conceptual Drawing, Bill of Quantities, Building Coat များ အပါအဝင် လိုအပ်သည်များအား ကုမ္ပဏီမှ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းသို့ တင်ပြဆောင်ရွက်ရန်)
ရုံးလက်ခံ/မျှောစာတွဲ

Crown Reply(New)

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း
MYANMAR ENGINEERING SOCIETY
Hlaing Universities' Campus, Hlaing Township, Yangon, Myanmar
Tel : 95-1-519673 ~ 76, Fax : 95-1-519681

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊ မအသ / MIC/၀၈၁၃/ ၂၀၁၆။
ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ အောက်တိုဘာလ၊ (၂၉)ရက်။

အကြောင်းအရာ ။ ။Crown Beverage Cans Myanmar Limited ၏ ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းဆောင်ရွက်ရန် သဘောထားမှတ်ချက် တောင်းခံထားသည့်ကိစ္စ။

ရည်ညွှန်းချက် ။ ။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၈.၁၀.၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ မရက-၃/န-၁၃၉၉/ ၂၀၁၆ (၁၃၅၂)။

၁။ အထက်ပါအကြောင်းအရာကိစ္စနှင့် ပတ်သတ်၍ရည်ညွှန်းချက်ပါစာအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ (၁၈.၁၀. ၂၀၁၆) ရက်နေ့တွင် ပေးပို့ခဲ့ရာ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း မှ (၂၅.၁၀. ၂၀၁၆) ရက်နေ့တွင် လက်ခံရရှိခဲ့ပါသည်။

၂။ ၎င်းစာတွင် Crown Beverage Cans Myanmar Limited ၏ ဖျော်ရည်ဗူးခွံများ ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းစီမံကိန်းနှင့် ပတ်သက်သည့် Site Plan with Equipment Layout Plan (A4 size) သာပါရှိပါသည်။ သို့ဖြစ်ပါ၍ စိစစ်ရန်လိုအပ်သော Architectural Drawings ,Google Map,Site Layout Plan,Site Location Plan (A 3 Size) နှင့် M&E Drawing (A 3 Size) , Bill Of Quantity မပါရှိပါသဖြင့် လာရောက်ပေးပို့ပါရန် အကြောင်းကြားထားပါသည်။

၃။ သို့ဖြစ်ပါ၍ Crown Beverage Cans Myanmar Limited မှ Architectural Drawings ,Google Map,Site Layout Plan,Site Location Plan (A 3 Size) နှင့် M&E Drawing (A 3 Size) , Bill Of Quantity များအား လက်ခံရရှိပြီးပါက အမြန်ဆုံးစိစစ်၍ သဘောထားမှတ်ချက်အား ပြန်ကြားမည်ဖြစ်ကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

ဥက္ကဋ္ဌ(ကိုယ်စား)
(ကြည်လွင်အတွင်းရေးမှူး)
MIC Projects Assessment Committee
မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

မိတ္တူကို - Managing Director, Crown Beverage Cans Myanmar Limited
- ဥက္ကဋ္ဌ၊ M.I.C Projects Assessment Committee, Myanmar Engineering Society
- ရုံးလက်ခံ၊ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ -၀၁-၆၅၈၁၂၈
🖷 - ၀၁-၆၅၈၁၄၁

စာအမှတ်၊မရက- ၃/န-၁၃၉၉/၂၀၁၆ (၁၄၅၅)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် နိုဝင်ဘာလ ၁၁ ရက်

အကြောင်းအရာ။ **Crown Beverage Cans Myanmar Limited သို့ ရင်းနှီးမြှုပ်နှံမှု ဌာနဆိုင်ရာပူးပေါင်းလုပ်ငန်းအဖွဲ့၏ သဘောထားမှတ်ချက်ပေးပို့ခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ ရင်းနှီးမြှုပ်နှံမှု ဌာနဆိုင်ရာပူးပေါင်းလုပ်ငန်းအဖွဲ့၏ ၇-၁၁-၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ ၀၀၁/MIC(OSS)/၀၁(၂၃၉/၁၆)

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဘူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့် အဆိုပြုလွှာအပေါ် စက်မှုဝန်ကြီးဌာနမှ ရည်ညွှန်းပါစာဖြင့် အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားလာပါသည်-

(က) အဆိုပြုလုပ်ငန်းများကြောင့် ဖြစ်ပေါ်လာနိုင်သည့် ပတ်ဝန်းကျင်၊ လူမှုရေး နှင့် ကျန်းမာရေး ထိခိုက်ပျက်စီးမှုများကို လျှော့နည်းစေရန်အတွက် လုပ်ငန်းဆိုင်ရာ အချက်အလက်များ ပြည့်စုံစွာ ဖော်ပြပြီး လုပ်ငန်းဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင် ထိခိုက်မှု အနည်းဆုံးဖြစ်စေမည့် နည်းစနစ်များအား အသုံးပြုရန်နှင့် အဆိုပြုလွှာတွင် ဖော်ပြထားသည့် လူမှုရေးဆိုင်ရာ အကျိုးပြုလုပ်ငန်းများ တာဝန်ခံဆောင်ရွက်မှု (Corporate Social Responsibility-CSR) အတွက် အသားတင်အမြတ်ငွေ၏ (၂ %) အား အသုံးပြုခြင်းအပါအဝင် ကတိကဝတ်များအား လိုက်နာ အကောင်အထည် ဖော်ဆောင်ရွက်ရန်။

(ခ) အဆိုပြုလုပ်ငန်းများကြောင့် ပတ်ဝန်းကျင်နှင့် လူမှုရေးထိခိုက်မှုမရှိစေရေး (သို့မဟုတ်) ထိခိုက်မှုအနည်းဆုံးဖြစ်စေရေးအတွက် ကနဦးပတ်ဝန်းကျင်ဆန်းစစ်ခြင်း (Initial Environmental Examination-IEE) ကို ဆောင်ရွက်ပြီး ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်းပါ အချက်အလက်များပါအတိုင်း အစီရင်ခံစာရေးသားတင်ပြရန်နှင့် ဝန်ကြီးဌာနမှ လိုအပ်ပါက ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်း (Environmental Impact Assessment-EIA) ကို ဆက်လက် ဆောင်ရွက်ရန်။

(ဂ) အထက်ပါ လေ့လာဆန်းစစ်မှုရလဒ်များကို အခြေခံ၍ ပတ်ဝန်းကျင်နှင့် လူမှုရေး ထိခိုက်မှု မဖြစ်ပေါ်စေရေး (သို့မဟုတ်) ထိခိုက်မှုအနည်းဆုံး ဖြစ်စေသည့် လုပ်ငန်း ဆောင်ရွက်မည့်အစီအစဉ်၊ စွန့်ပစ်ပစ္စည်းများအား စနစ်တကျစွန့်ပစ်မည့် အစီအစဉ် များ ပါဝင်သည့် စွန့်ပစ်ပစ္စည်း/စွန့်ပစ်အရည် စီမံခန့်ခွဲမှုအစီအစဉ်၊ စောင့်ကြပ် ကြည့်ရှုစစ်ဆေးမည့်အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိခိုက်မှု လျော့ပါးစေရေး ဆောင်ရွက် မည့် လုပ်ငန်းများအတွက် သုံးစွဲမည့် ရန်ပုံငွေ စသည်တို့ပါဝင်သည့် ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှု စီမံချက် (Environmental Management Plan-EMP) ရေးဆွဲတင်ပြ ရန်နှင့် စီမံချက်ပါအတိုင်း အကောင် အထည်ဖော် ဆောင်ရွက်ရန်။

(ဃ) ပြဋ္ဌာန်းထားသည့် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာ ဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း၊ စည်းမျဉ်းစည်းကမ်းများနှင့် အညီ လိုက်နာကျင့်သုံးအကောင် အထည်ဖော်ဆောင်ရွက်ရန်။

၂။ သို့ဖြစ်ပါ၍ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာ ဝန်ကြီးဌာန၏ သဘော ထားမှတ်ချက်ကို သိရှိနိုင်ပါရန်နှင့် လိုက်နာဆောင်ရွက်နိုင်ပါရန် အကြောင်းကြားပါ သည်။

၁၁. ၁-၂၀၁၆

အတွင်းရေးမှူး(ကိုယ်စား)
(စန်းစန်းမြင့်၊ ညွှန်ကြားရေးမှူး)

Crown Beverage Cans Myanmar Limited
မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇
ရန်ကုန်စက်မှု ဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အဆိုပြုချက်စိစစ်ရေးအဖွဲ့
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ -၀၁-၆၅၈၁၂၈
🖷- ၀၁-၆၅၈၁၄၁

စာအမှတ်၊မရက-၃/န-၁၃၉၉/၂၀၁၆(၁၃၃၉)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၁၁ ရက်

သို့

အဖွဲ့ခေါင်းဆောင်
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန
One Stop Service အဖွဲ့

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ Crown Beverage Cans Myanmar Limited ၏ ၂၇-၉-၂၀၁၆ ရက်စွဲပါစာ

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံ မှု ကော်မရှင်သို့ အဆိုပြုတင်ပြလာပါသည်။

၂။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ အခန်း(၆) အပိုဒ်(၄၃) နှင့် (၄၅) ပါ ပြဋ္ဌာန်းချက်နှင့်အညီအဆိုပြုချက်ကိုစိစစ်ရာတွင် သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန ၏ သဘောထားကို တောင်းခံရယူရန် လိုအပ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ အဆိုပြုလုပ်ငန်း ဆောင်ရွက်ခြင်းနှင့် စပ်လျဉ်း၍ သဘောထားမှတ်ချက်အား စာလက်ခံရရှိသည့်နေ့မှစ၍ **ခုနှစ်ရက်အတွင်း** ပြန်ကြားပေးပါရန် အဆိုပြုလွှာတစ်စုံအား ပူးတွဲပေးပို့လျှက် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

၄။ Crown Beverage Cans Myanmar Limited နှင့်စပ်လျဉ်း၍ ဒေါ်တင်ဇာမော်၊ တယ်လီဖုန်း ၀၉-၅၁၆၆၆၆၁ သို့ဆက်သွယ်ဆောင်ရွက်နိုင်ပါရန် အကြောင်းကြားအပ်ပါသည်။

အဖွဲ့ခေါင်းဆောင် (ကိုယ်စား)
(ဆန်းမြင့်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

မိတ္တူကို
ပြည်ထောင်စုဝန်ကြီးရုံး၊ သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန
Crown Beverage Cans Myanmar Limited
ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

Myanmar Investment Commission

☎ -၀၁-၆၅၈၁၂၈
🖷 - ၀၁-၆၅၈၁၄၁

စာအမှတ်၊မရက- ၃/န-၁၃၉၉/၂၀၁၆ (၁၄၅၄)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် နိုဝင်ဘာလ ၁၁ ရက်

အကြောင်းအရာ။ Crown Beverage Cans Myanmar Limited သို့ စက်မှုဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက် ပေးပို့ခြင်းကိစ္စ

ရည် ညွှန်း ချက်။ စက်မှုဝန်ကြီးဌာန၏ ၄-၁၁-၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ ၁၃-စမ(၂) ၂၀၁၆-၂၀၁၇ (၁၉၇၆)

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့် အဆိုပြုလွှာအပေါ် စက်မှုဝန်ကြီးဌာနမှ ရည်ညွှန်းပါစာဖြင့် အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားလာပါသည်-

(က) မီးဘေးအန္တရာယ်ကင်းဝေးစေရေးနှင့် ပတ်ဝန်းကျင်ညစ်ညမ်းမှု မဖြစ်ပေါ်စေရေး တို့အတွက် သက်ဆိုင်ရာဌာနများ၏ စိစစ်ချက်ဖြင့် စနစ်တကျဆောင်ရွက်ရန်နှင့် ငွေအစီအမံအတွက် အသားတင်အမြတ်ငွေ၏ ၂ % သုံးစွဲရန်။

(ခ) ကုန်ထုတ်လုပ်ငန်းလုပ်ကိုင်ရာတွင် ဓါတုပစ္စည်းနှင့် ဆက်စပ်ပစ္စည်းများ အန္တရာယ်မှ တားဆီးကာကွယ်ရေးဥပဒေနှင့်အညီ လိုက်နာဆောင်ရွက်ရန်။

(ဂ) ဖျော်ရည်ဗူးခွံ (Can) များ ထုတ်လုပ်ခဲ့ဘူးခြင်းမရှိပါ၍ အသုံးပြုမည့်ကုန်ကြမ်းနှင့် စက်ပစ္စည်းများအား စိစစ်ပေးနိုင်ခြင်းမရှိပါကြောင်း။

၂။ သို့ဖြစ်ပါ၍ စက်မှုဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်ကို သိရှိလိုက်နာနိုင်ပါရန်နှင့် ပြန်လည်တင်ပြရန် အကြောင်းကြားပါသည်။

၁၁. ၁၁-၂၀၁၆

အတွင်းရေးမှူး(ကိုယ်စား)
(စန်းစန်းမြင့်၊ ညွှန်ကြားရေးမှူး)

Crown Beverage Cans Myanmar Limited
မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇
ရန်ကုန်စက်မှု ဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ် (၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

☎ -၀၁-၆၅၈၁၂၈
🖷- ၀၁-၆၅၈၁၄၁

စာအမှတ်၊မရက-၃/န-၁၃၉၉/၂၀၁၆ (၁၃၄၁-၇)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၁၂ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး
စက်မှုဝန်ကြီးဌာန

အကြောင်းအရာ။ **သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည် ညွှန်း ချက်။ Crown Beverage Cans Myanmar Limited ၏ ၂၇-၉-၂၀၁၆ ရက်စွဲပါစာ

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Crown Asia Pacific Holdings Pte Ltd. မှ ၇၅ % နှင့် မြန်မာနိုင်ငံတွင် ဖွဲ့စည်းထားသော Taung Pyar Dan Co., Ltd. မှ ၂၅ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Crown Beverage Cans Myanmar Limited တည်ထောင်ကာ မြေကွက်အမှတ် ၂၂၁၊ ၂၂၂၊ ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇၊ ရန်ကုန်စက်မှုဇုန်၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေဧရိယာ ၈.၈၁ ဧက (၃၅၆၅၂.၈၄ စတုရန်းမီတာ) ၌ ဖျော်ရည်ဗူးအခွံများ ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီး မြှုပ်နှံ မှု ကော်မရှင်သို့ အဆိုပြု တင်ပြလာပါသည်။

၂။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ အခန်း(၆) အပိုဒ် (၄၆) ပါ ပြဋ္ဌာန်းချက်နှင့်အညီ အဆိုပြုချက်ကို စိစစ်ရာတွင် သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ သဘောထားများကို တောင်းခံရယူရန်လိုအပ်ပါသည်။

၃။ သို့ဖြစ်ပါ၍ အဆိုပြုလုပ်ငန်း ဆောင်ရွက်ခြင်းနှင့် စပ်လျဉ်း၍ သဘောထားမှတ်ချက်အား စာလက်ခံရရှိသည့်နေ့မှစ၍ **ခုနှစ်ရက်အတွင်း** ပြန်ကြားပေးပါရန် အဆိုပြုလွှာတစ်စုံအား ပူးတွဲပေးပို့လျက် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

၄။ Crown Beverage Cans Myanmar Limited နှင့်စပ်လျဉ်း၍ ဒေါ်တင်ဇာမော်၊ တယ်လီဖုန်း ၀၉-၅၁၆၆၆၆၁ သို့ဆက်သွယ်ဆောင်ရွက်နိုင်ပါရန် အကြောင်းကြားအပ်ပါသည်။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို

ညွှန်ကြားရေးမှူးချုပ်၊ စက်မှုကြီးကြပ်ရေးနှင့် စစ်ဆေးရေးဦးစီးဌာန
ဦးဆောင်ညွှန်ကြားရေးမှူး၊ မြန်မာ့ဆေးဝါးလုပ်ငန်း
Crown Beverage Cans Myanmar Limited
ရုံးလက်ခံ/မျှောစာတွဲ

TAUNG PYAR DAN COMPANY LIMITED

No. 184(B), Thein Byu Road, Botataung Township, Yangon, Myanmar. Tel: (951) 204007▲ Fax: (951) 240637

ရက်စွဲ။ ။21-11-2016

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။တင်သွင်းခြင်းမပြု့မည့်ပစ္စည်းများ အကြောင်းကြားခြင်း။

အထက်အကြောင်းအရာပါ ကိစ္စနှင့် ပတ်သက်၍ Crown Beverage Cans Myanmar Ltd. မှ လျှောက်ထားသော Construction Material များမှ Items (5) မှ Items (9) အထိ ပစ္စည်းများအား ပြည်ပမှ တင်သွင်းခြင်း မပြုပါကြောင်း အကြောင်းကြားအပ်ပါသည်။

- Items များအား ပူတွဲပါအတိုင်းတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Tun Tun Win
Director
Taung Pyar Dan Co., Ltd.

No. 184(B), Thein Byu Road, Botataung Township, Yangon, Myanmar. Tel: (951) 204007 Fax: (951) 240637

ရက်စွဲ။ ။12-11-2016

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။ ဘိလပ်မြေ၊ သံချောင်းနှင့် အိမ်သုတ်ဆေးအမျိုးမျိုး စသည့်ပစ္စည်းများကို ပြည်တွင်းမှ ဝယ်ယူမည်ဖြစ်ကြောင်း အကြောင်းကြားခြင်း။

ကျွန်တော်များ Crown Beverage Cans Myanmar Limited မှ Construction လုပ်ငန်းများဆောင်ရွက်ရာတွင် အောက်ဖော်ပြပါ ပစ္စည်းများအား ပြည်တွင်း၌ပင် ဝယ်ယူသုံးစွဲပါမည်ဖြစ်ကြောင်း အသိပေးအကြောင်းကြားအပ်ပါသည်။

ပြည်တွင်းမှ ဝယ်ယူသုံးစွဲမည့် ပစ္စည်းများ-

၁။ ဘိလပ်မြေ

၂။ သံချောင်း

၃။ အိမ်သုတ်ဆေးအမျိုးမျိုး

လေးစားစွာဖြင့်

Tun Tun Win

Director

Taung Pyar Dan Co., Ltd.

TAUNG PYAR DAN COMPANY LIMITED

No. 184(B), Thein Byu Road, Botataung Township, Yangon, Myanmar. Tel: (951) 204007▲ Fax: (951) 240637

ရက်စွဲ။ ။21-11-2016

သို့

ဥက္ကဌ

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။ ပေးပို့ထားသော Drawing နှင့် B.Q မှာ မှန်ကန်ကြောင်းထောက်ခံခြင်း။

အထက်အကြောင်းအရာပါ ကိစ္စနှင့် ပတ်သက်၍ Crown Beverage Cans Myanmar Ltd. မှ တင်ပြသော Drawing နှင့် B.Q မှာ မှန်ကန်ပါကြောင်း ဝန်ခံကတိပြုပါသည်။

လေးစားစွာဖြင့်

Tun Tun Win

Director

Taung Pyar Dan Co., Ltd.

TAUNG PYAR DAN COMPANY LIMITED
No. 184(B), Thein Byu Road, Botataung Township, Yangon, Myanmar. Tel: (951) 204007 ▲ Fax: (951) 240637

ရက်စွဲ။ ။21-11-2016

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်း

ရန်ကုန်မြို့။

အကြောင်းအရာ။ ။ Imported Steel Building Tonnage အား လက်ခံခြင်း။

အထက်အကြောင်းအရာပါ ကိစ္စနှင့် ပတ်သက်၍ မြန်မာနိုင်ငံအင်ဂျင်နီယာအသင်းမှ သတ်မှတ်ခွင့်ပြုသော Pre Engineering Building Tonnage (552) Tonsအားလက်ခံပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Tun Tun Win
Director
Taung Pyar Dan Co., Ltd.

TAUNG PYAR DAN COMPANY LIMITED
No. 184(B), Thein Byu Road, Botataung Township, Yangon, Myanmar. Tel: (951) 204007 ▲ Fax: (951) 240637

စာအမှတ် ။ ။TPD – 0026/10/2016

ရက်စွဲ ။ ။၂၀၁၆ ခုနှစ်၊အောက်တိုဘာလ၊(၆)ရက်။

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်။

အကြောင်းအရာ။ ။ မြေကိစ္စရှင်းလင်းတင်ပြခြင်း။

ကျွန်တော်များ Taung Pyar Dan Co,.Ltd သည် Singapore နိုင်ငံ အခြေစိုက် Crown Asia Pacific Holdings Pte Ltd နှင့် အကျိုးတူပူးပေါင်းပြီး ပူးခွံအမျိုးမျိုး ထုတ်လုပ်ခြင်းလုပ်ငန်းကို လုပ်ကိုင်ရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ အဆိုပြု တင်ပြထားပါသည်။

ကျွန်တော်များ Taung Pyar Dan Co,.Ltd အနေဖြင့် ကုမ္ပဏီ၏ ဒါရိုက်တာ အဖွဲ့ဝင်များ ဖြစ်သော ဦးမောင်မောင်ဦး ပိုင်ဆိုင်သော ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ ရန်ကုန် စက်မှုဇုန်တွင် တည်ရှိသော မြေကွက်အမှတ် ၂၂၄ , ၂၂၅ , ၂၂၆ နှင့် ၂၂၇ ၏ စုစုပေါင်းမြေ (၈) ဧက အားလည်းကောင်း၊ ဦးထွန်းထွန်းဝင်း ပိုင်ဆိုင်သော မြေကွက်အမှတ် ၂၁၉, ၂၂၀, ၂၂၁, ၂၂၂ ၏ စုစုပေါင်းမြေ(၈)ဧက အနက်မှ မြေကွက်အမှတ် ၂၂၁ နှင့် ၂၂၂ ၏ မြေတစ်တပိုင်းဖြစ်သော (၁.၈၁) ဧက အားလည်းကောင်း စုစုပေါင်း (၉.၈၁) ဧကကို ထည့်သွင်းအသုံးပြုပြီး ငွားရမ်းခငွေ များကို လုပ်ငန်း၏ (Equlity) အဖြစ် ထည့်ဝင်မည် ဖြစ်ကြောင်း တင်ပြထားပါသည်။

အဆိုပါအကြောင်းအရာပါကိစ္စနှင့် ပတ်သက်၍ ဖြစ်ပေါ်လာသော လုပ်ငန်းကိစ္စ အဝဝကို ကျွန်တော်များကုမ္ပဏီမှ တာဝန်ယူ ဖြေရှင်းပေးမည် ဖြစ်ကြောင်း လေးစားစွာ ဝန်ခံကတိပြု တင်ပြအပ် ပါသည်။

လေးစားစွာဖြင့်

Maung Maung Oo
Managing Director
Taung Pyar Dan Co., Ltd.

FROM : FAX NO. : 3 Oct. 2016 2:21PM P3

012398

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

မြန်မာ့ရေနံနှင့်သဘာဝဓာတ်ငွေ့လုပ်ငန်း

MYANMA OIL AND GAS ENTERPRISE

M.O.C.E

FAX: 067-411125
TEL: 067-411055,411056

P.O BOX NO.1049
BUILDING NO.44
NAY PYI TAW, UNION OF MYANMAR.

Letter No.Nya Ma (Ba)Ta (2/1)/1158/2016
Date; ၃၀ Sept'2016

Factory Manager
Soft Drink (Taung Pyar Dan Co., Ltd)

Subject; **Natural Gas Supply to Soft Drink (Taung Pyar Dan Co., Ltd) for the month of Aug' 2016**

Enclosed please find our Invoice No. SD (TPD)- 05 / 16-17 dated ၂၈.9.2016 for US$ 8,470.85 being Natural Gas supplied to Soft Drink (Taung Pyar Dan Co., Ltd) for the month of Aug' 2016.

Payment should be made by payment order (P.O) from your MICB or MFTB US Dollar Account as Payee Myanma Oil And Gas Enterprise A/C No. OA-010180 with MEB Branch (3).

Kindly request to settle the above mentioned amount as early as possible not later than the due date mentioned in the attached Invoice.

Note: Adjustment will be made every (2) or (3) months for the discrepancies (if any) occurred after reconciliation between MOGE Gas Flow Meter and PTTEP Invoice.

Thanks and regards,

For Managing Director
Maung Maung Khant – Director (Finance)
Myanma Oil and Gas Enterprise

Copy - Director (Finance) / (Production) – Myanma Oil and Gas Enterprise
- Deputy Director (Finance)- Myanma Oil and Gas Enterprise
- Manager(Finance)/ (I&G)/(OSC)/(NPT)- Myanma Oil and G

(4)

MINISTRY OF ELECTRIC & ENERGY

MYANMA OIL AND GAS ENTERPRISE

NATURAL GAS – MONTHLY INVOICE

Factory Manager
Soft Drink (Taung Pyar Dan Co., Ltd

Invoice No.SD (TPD)- 05/16-17
Date; 20.9.2016

Item	Description	Quantity		Unit Price US$/ 1000Cuft	Amount US$
		MMCF	MMBTU		
(1)	Being Sales of Natural Gas to Soft Drink(Taung Pyar Dan Co., Ltd) for the month of Aug'2016. Attachment (1) Daily Gas Supply Statement for the month of Aug'2016. (2) Natural Gas Issue / Receipt Certificates Signed by MOGE andSoft Drink (Taung Pyar Dan Co., Ltd) Payment should be made by payment order (P.O) from your MICB or MFTB US Dollar Account as Payee Myanma Oil And Gas Enterprise A/C No. OA 010180 with MEB Branch(3) not later than 20th Oct'2016.	1.9190	1778.4697	4.4142	8,470.85
					8,470.85

E & O.E.

In sum of (Words) United States Dollars Eight Thousand Four Hundred Seventy and Cents Eighty Five Only

Note. (1) Adjustment will be made every (2) or (3) months for the discrepancies (if any) occurred after reconciliation between MOGE Gas Flow Meter and PTTEP Invoice.

(2) Unit Price for Offshore Natural Gas will be Adjusted when sanction receive from Ministry of Electric & Energy for Natural Gas transportation fees.

20.9.16

For Director (Finance)
Khin Kyu Kyu – Manager (Finance)
International and General
Myanma Oil and Gas Enterprise

FROM : FAX NO. : 3 Oct. 2016 2:22PM P1
RECEIVED 03/10/2016 14:18

To ,

The Chairman
Myanmar Investment Commission,
Yangon Division,
The Republic of Union of Myanmar

Ref No. 01
Date. 25th November, 2016

Subject: **Proposed plan for Staff Welfare Program**

We , Crown Beverage Cans Myanmar Limited do apply the permission to make the investment in accordance with the Foreign Investment Law.

Please be reported you that we have proposed to do plan for staff welfare program that we would supply the staff quarter, dining rooms, recreation rooms and first aid kits for emergency cases of the staff. In addition, we have formulated plans for staff members and their families to go on a foreign trip for leisure during vacation and have medical treatment and check-ups as necessary

We have to come up with programs to provide the staff members with medical allowances and other types of allowances, leaves and bonuses according to their ranks.

We solemnly pledge that we will obey the instructions and directives by the Ministry of Labor and Ministry of Finance and Revenue by means of setting up funds of staff welfare and paying income taxes of staff members of high salary rates to the government yearly.

Respectfully,

Tun Tun Win , Investor

To ,

The Chairman
Myanmar Investment Commission,
Yangon Division,
The Republic of Union of Myanmar

Ref No. 02
Date. 25th November, 2016

Subject: **Acknowledgment for Income Tax**

We , Crown Beverage Cans Myanmar Limited do apply the permission to make the investment in accordance with the Foreign Investment Law.

We acknowledged that we would pay the income tax for staff that they would get the salary more than forty-Eight Lakh per year.

Respectfully,

Tun Tun Win , Investor

To ,

The Chairman
Myanmar Investment Commission,
Yangon Division,
The Republic of Union of Myanmar

Ref No. 03
Date. 25th November , 2016

Subject: **Proposed CSR Program**

We , Crown Beverage Cans Myanmar Limited do apply the permission to make the investment in accordance with the Foreign Investment Law.
Please be reported you that we have proposed to allocate 2% of Net Profit for the Corporate Social Responsibility program as below:

TITLE OF PROGRAM

The CSR Program has been categorized into four kinds:

1. Education is constitutional right
2. Health is wealth
3. Economic Empowerment
4. Ideology on disaster management

PROGRAM DETAILS:

1. Education is constitutional right:

- Building the nation by providing good education and workforce of the future by setting up training with qualified trainers for qualified management and providing a harmonious among team members.
- An integration of modern technology with quality education to empower the knowledge on disaster management and provides high level in health care sector.

2. Health is Wealth:

- Organization is taking certain measures for health of the public and in the interest of the public we make attend the healthcare specialists to treat them and certain sessions on stress management etc., organization will be bear all the expenses incurred out of this program out of its reserves funds.
- Children Healthcare: Taking certain measures to overcome the global deficiency in pediatric.
- Connecting Sichuan: Rebuilding and reinventing healthcare after an earthquake strains health providers

3. Economic Empowerment:

- We invest in human potential through program that use to connect challenged communities and underserved populations to resources that change living style of them.
- A model for economic development through ICT access.
- Encouraging women towards field of technology field and motivating them for long-term sustainable growth in a promising industry & providing training, to excellence in their carrier.
- Hiring veterans for high demanded jobs.

4. Ideology on disaster management:

- We delivered essential resources by training them in disaster management.
- We take certain measures for Industrial disputes and we appoint the arbitrator for such issue and create a harmonious environment among the employees.
- Taking certain measures for natural calamities lie flood, earthquake etc.,

Respectfully,

Tun Tun Win , Investor

To ,

The Chairman
Myanmar Investment Commission,
Yangon Division,
The Republic of Union of Myanmar

Ref No. 04
Date. 25th November, 2016

Subject: **Proposed Plan for Fire Prevention Measures**

We , Crown Beverage Cans Myanmar Limited do apply the permission to make the investment in accordance with the Foreign Investment Law.

Please be reported you that we have proposed to do plan for Fire Prevention Measures as below:

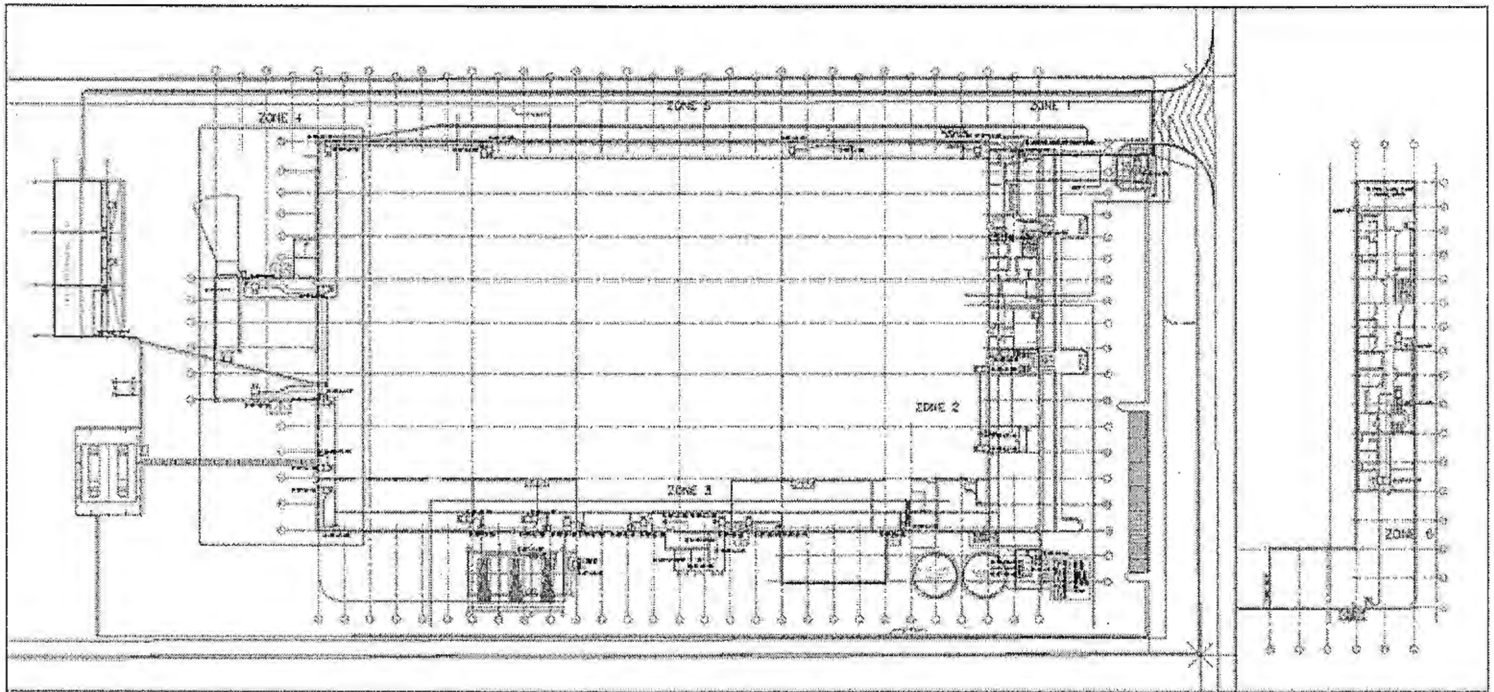
- Certain measures shall be prudently initiated for prevention of the factory against fire.
- Training shall be provided to the eligible workers to learn how to use fire marshal / fire drill equipment in a course of any emergency occurred.
- Requisite approval from Fire Services Department has been initiated.
- In addition we will systematically form a rescue teams with coordination of workers in case of such emergency to control the disaster.
- Enclosed herewith the fire alarm system and fire fighting system.

Respectfully,

Tun Tun Win , Investor

FIRE ALARM SYSTEM

Fire Alarm System Master Plan



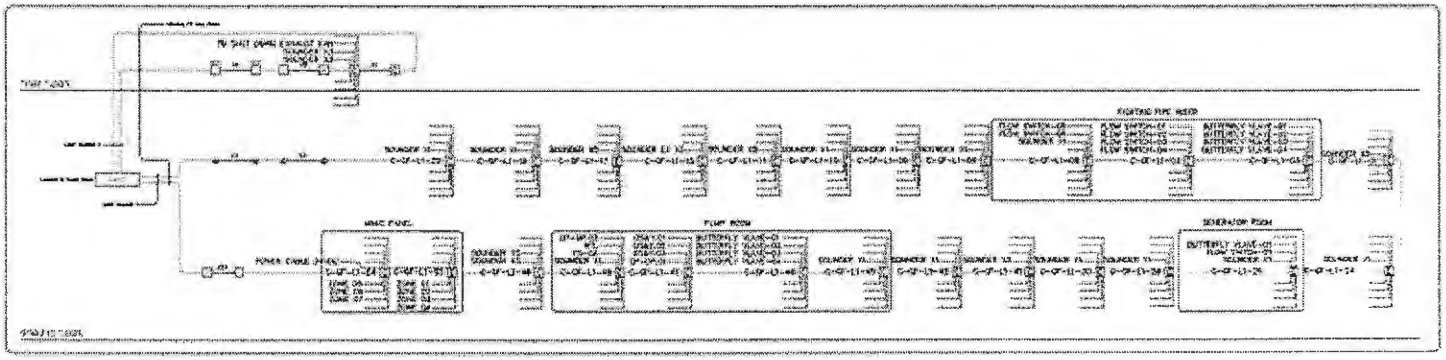
AS-BUILT
DATE : 25 JUNE 2016
FROM : COMIN KHMERE

LEGEND	DESCRIPTION
	HEAT DETECTOR
	SMOKE DETECTOR
	CONTROL MODULE
	MONITORING MODULE
	1.5mmsq Loop Cable
	BREAK GLASS
	ALARM SOUNDER WITH STROBE

NOTE:
S : SMOKE DETECTOR
A : ALARM BELL
B : BREAK GLASS
C : CONTROL MODULE
H : HEAT DETECTOR

Fire Alarm System Diagram

AS-BUILT
DATE : 25 JUNE 2016
FROM : COMIN KHMERE



LEGEND	DESCRIPTION
⊕	HEAT DETECTOR
Ⓢ	SMOKE DETECTOR
⊠	CONTROL MODULE
⊠	MONITORING MODULE
---	1.5mmsq Loop Cable
⊡	BREAK GLASS
▭	ALARM SOUNDER WITH STROBE

NOTE:

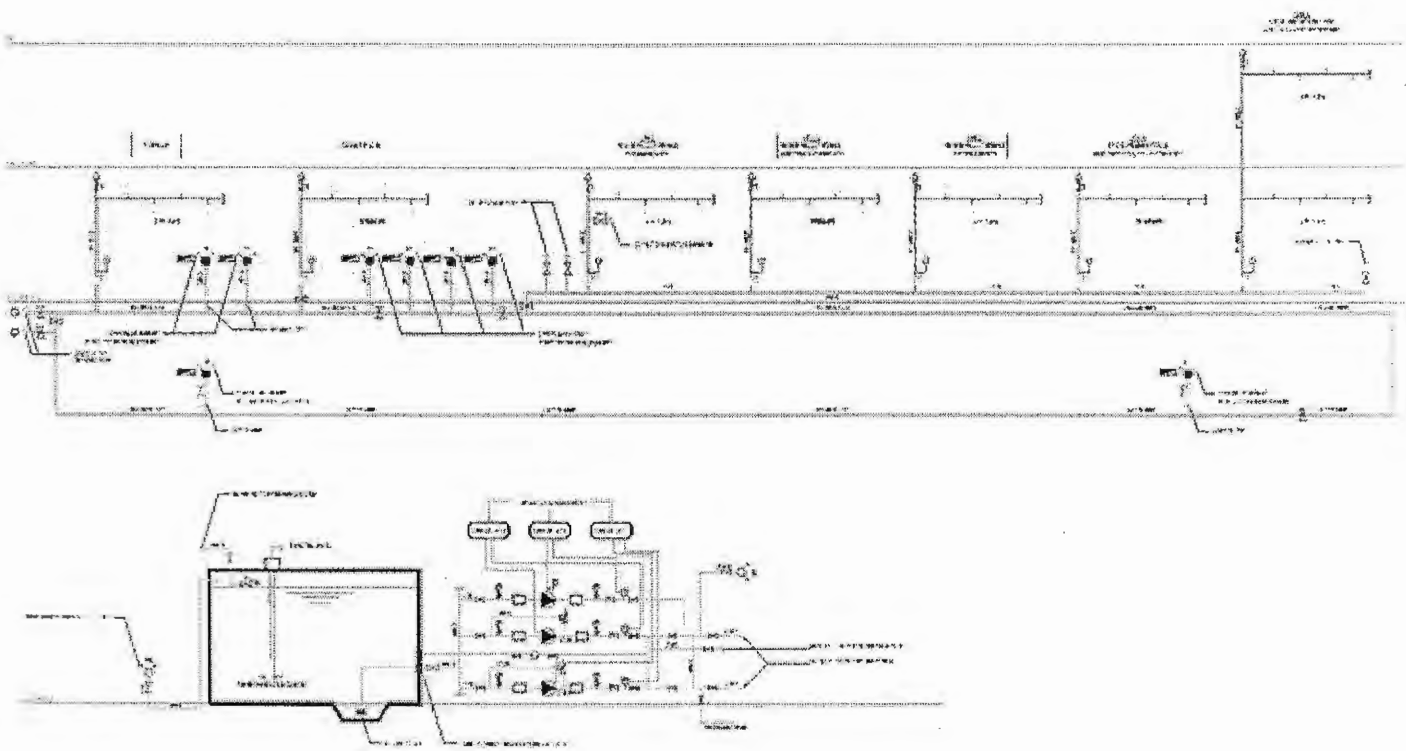
S : SMOKE DETECTOR
A : ALARM BELL
B : BREAK GLASS
C : CONTROL MODULE
H : HEAT DETECTOR

FIRE FIGHTING SYSTEM

Fire Fighting Schematic Diagram

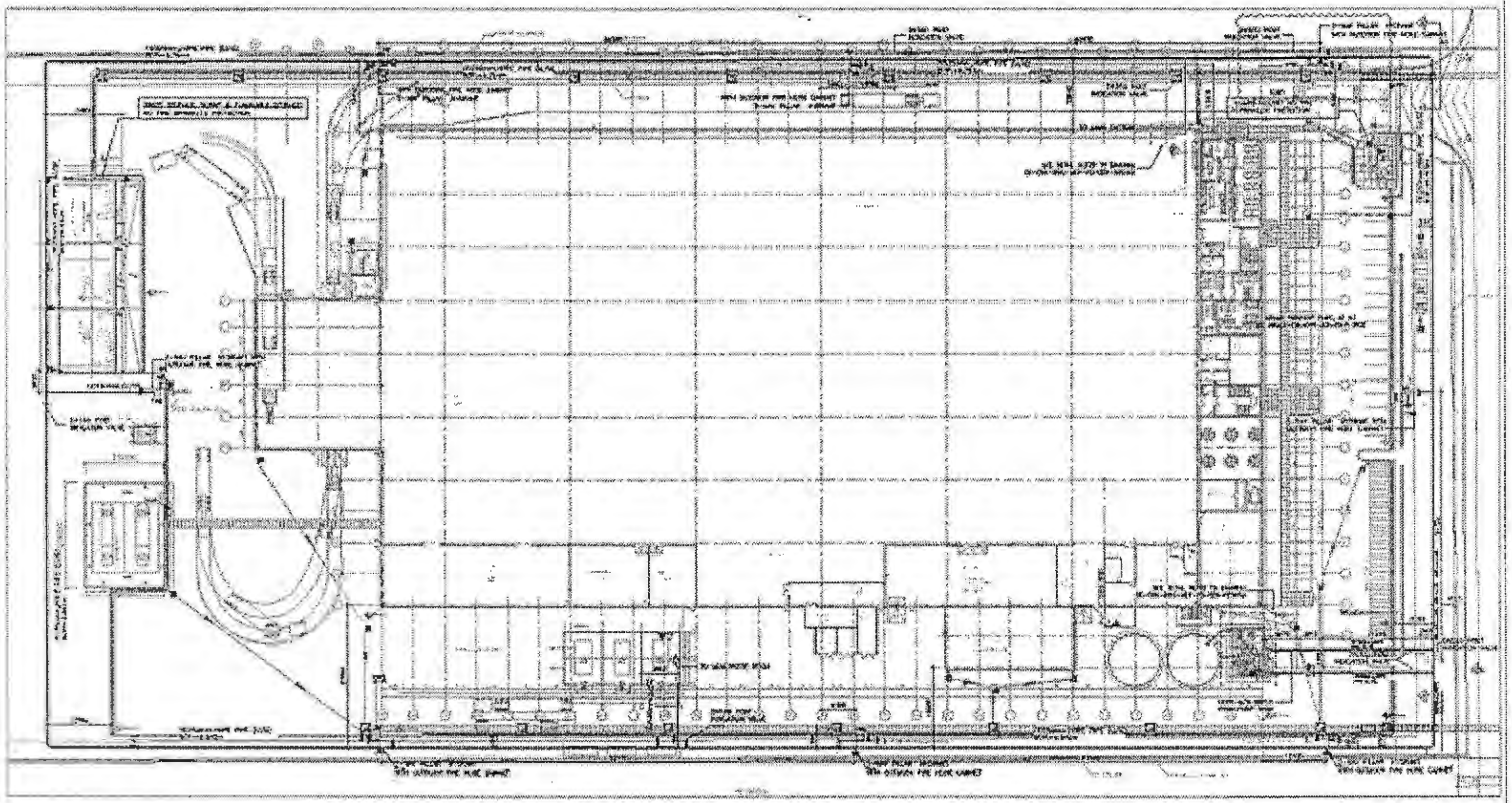
AS-BUILT
DATE : 26 JUNE 2016
FROM : COMIN KHMERE

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



Fire Fighting System Master Plan Layout

AS-BUILT
DATE : 25 JUNE 2016
FROM : COMIN KHMERE



FIRE FIGHTING SYSTEM MASTER PLAN LAYOUT
SCALE: 1:400@A1

To ,

The Chairman
Myanmar Investment Commission,
Yangon Division,
The Republic of Union of Myanmar

Ref No. 05
Date. 25th November , 2016

Subject: **Proposed Plan for Measures for Environmental Conservation and Beautification**

We , Crown Beverage Cans Myanmar Limited do apply the permission to make the investment in accordance with the Foreign Investment Law.

Please be reported you that we have proposed to do plan for Environmental Conservation and Beautification as below:

Measures to prevent the Air Pollution:

- Organization compelling certain measures for the air pollution which may create a harmful odors, filth etc., from the factory during the its functioning.

Waste Water Management

- We will dispose of contaminated waste water with certain measurements with chemical residues through which it cannot be create any harm to human life in the interest of public. (Process details in attached)

By Products

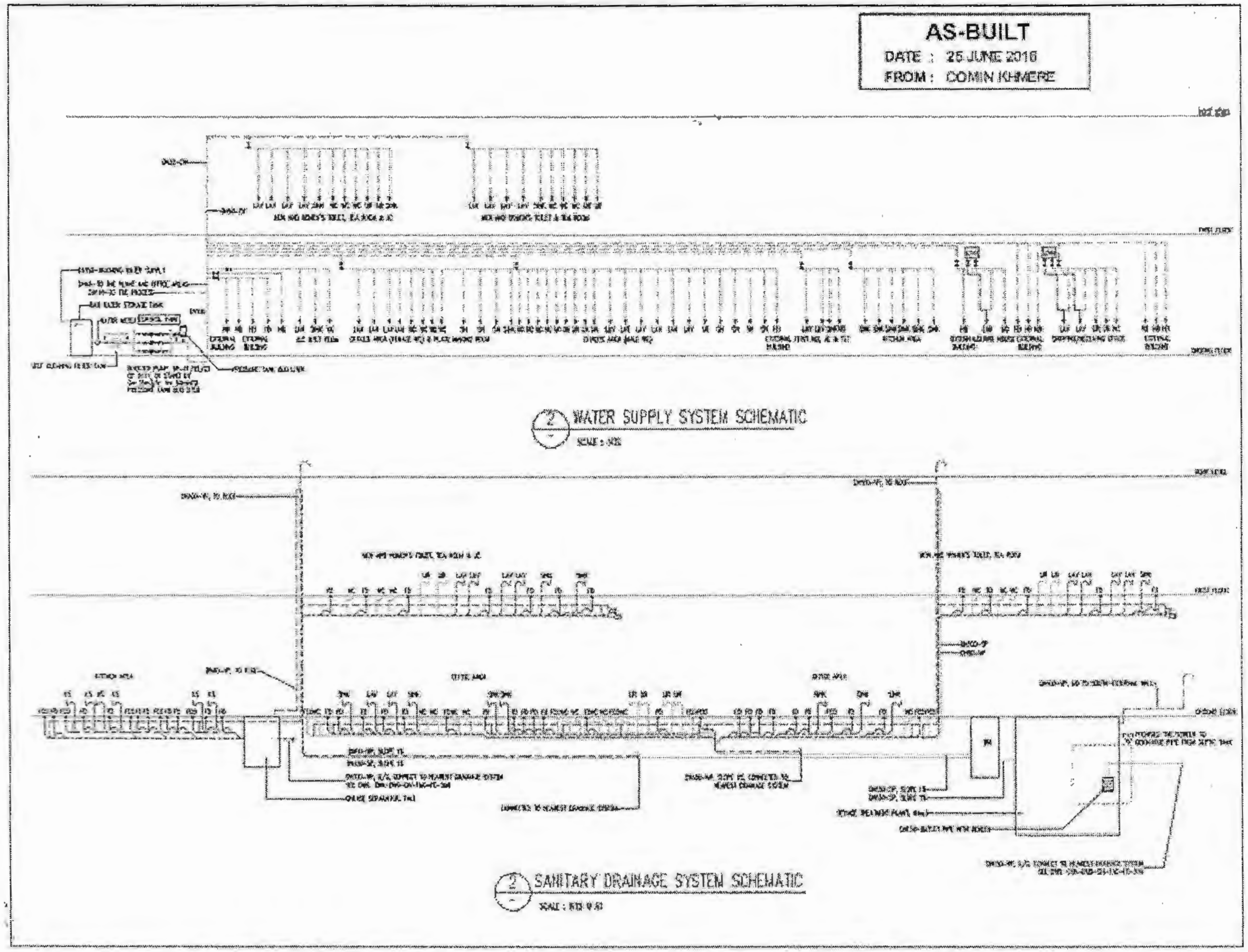
- We will accumulate engine oil, diesel and other types of motor oil only in grease trap tanks, and will dump other by products at landfill sites or burn them.
- In particular we will take measure to keep the baselines in good condition.
- Necessary measures will be taken for enhancement of the locality of the factory.
- The surroundings of the factory shall be covered with greenery by developing the lawns.
- Programs designed not only for enhancement of the localities of the factory but also for workers' health measures.
- We shall submit a blueprint for the factory project for your perusal.

Respectfully,

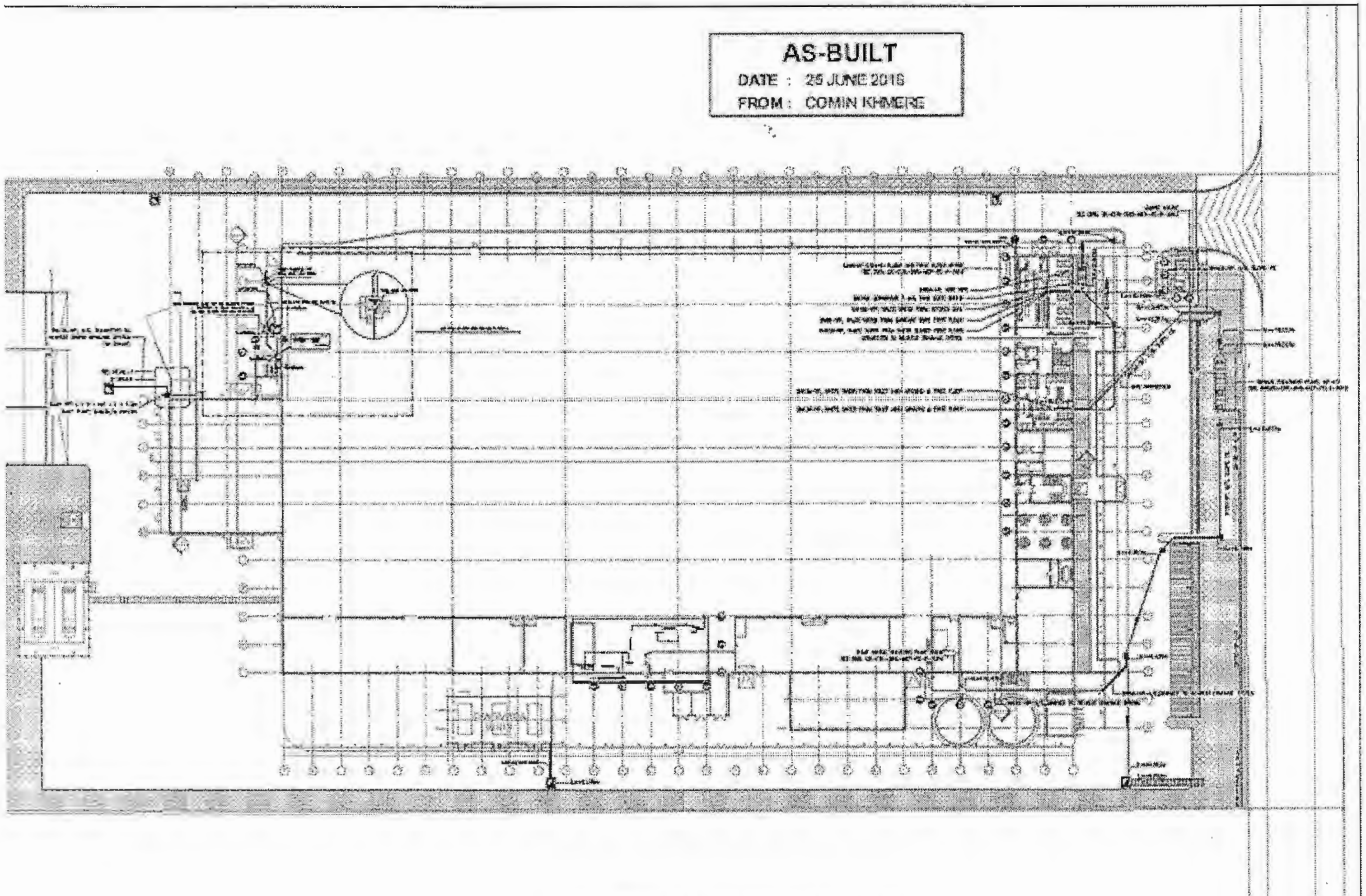
Tun Tun Win , Investor

WASTE WATER SYSTEM

Sanitary Drainage System Schematic



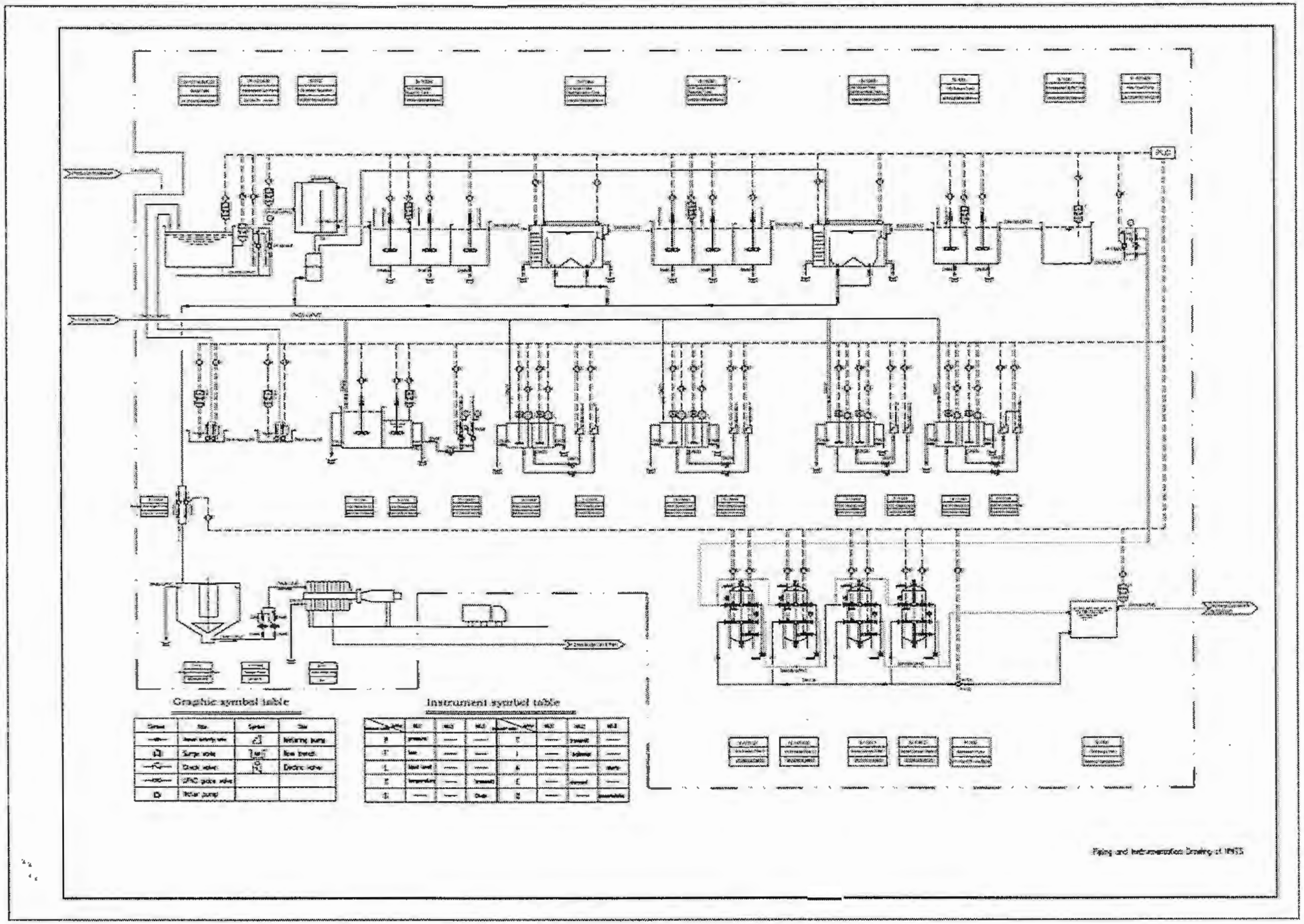
Sanitary Drainage System Layout Master Plan



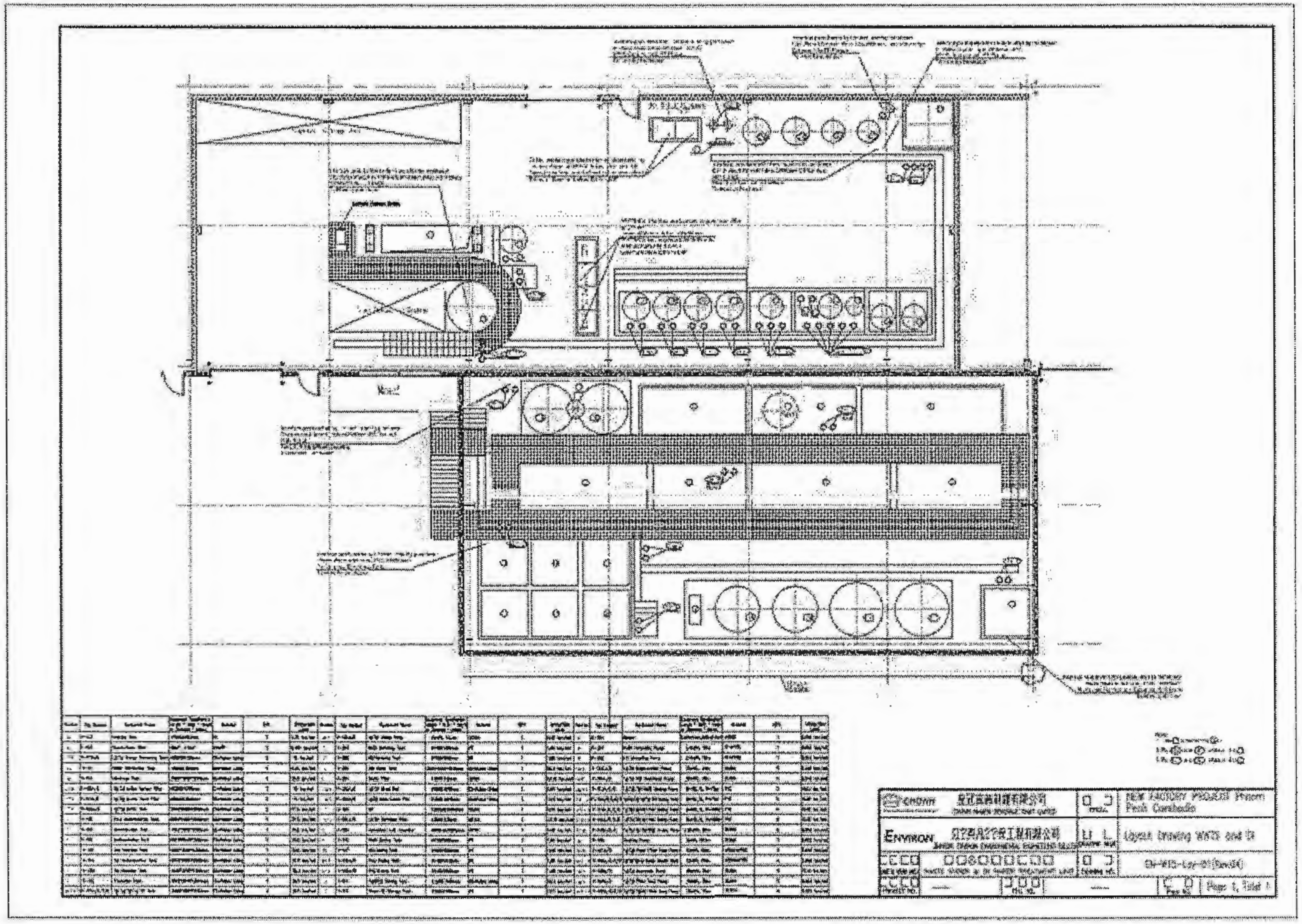
SANITARY DRAINAGE SYSTEM LAYOUT MASTER PLAN
SCALE: 1:400@A1

WASTE WATER TREAMENT PLANT

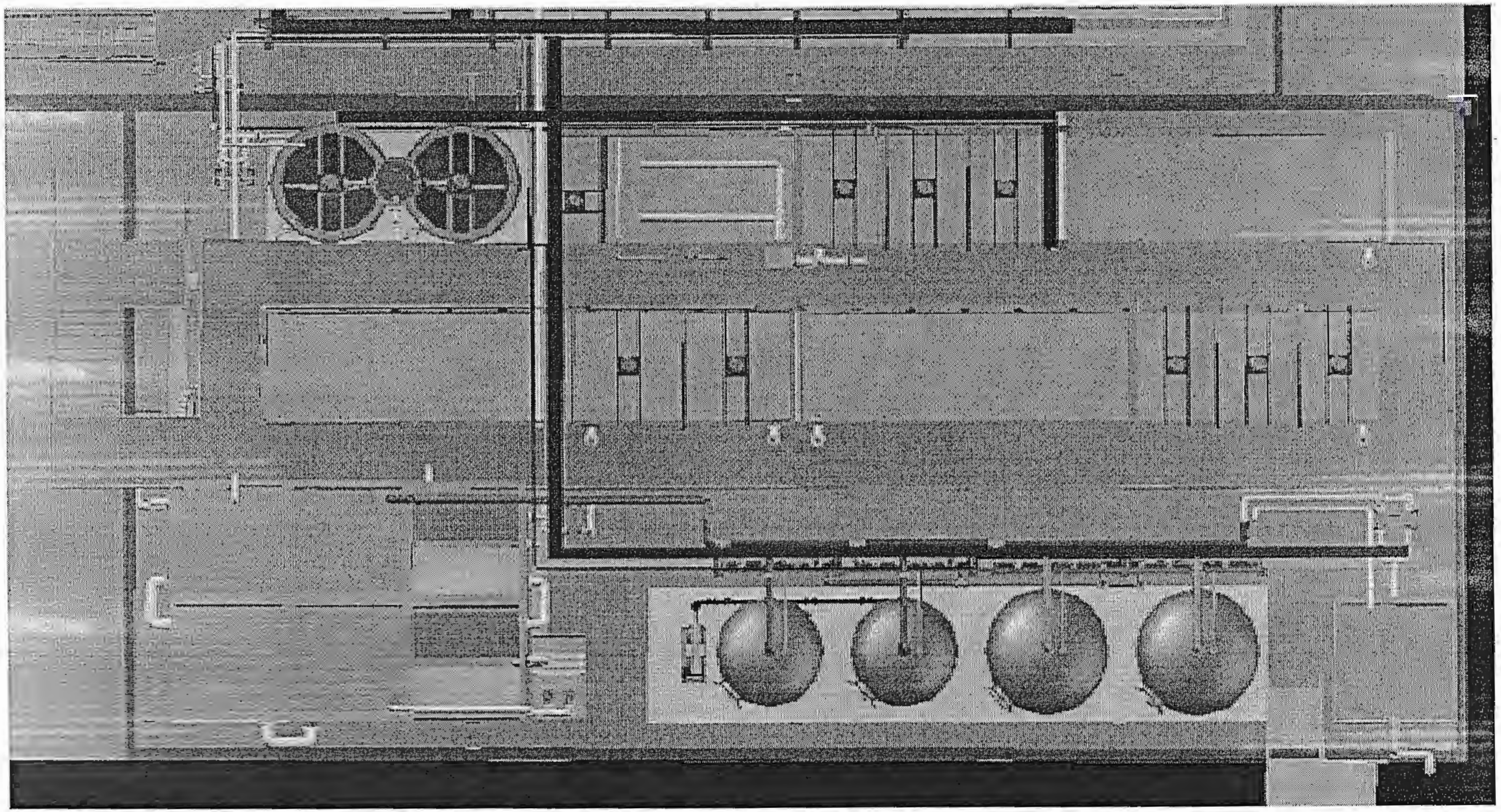
Piping & instrumentation Drawing of WWTS



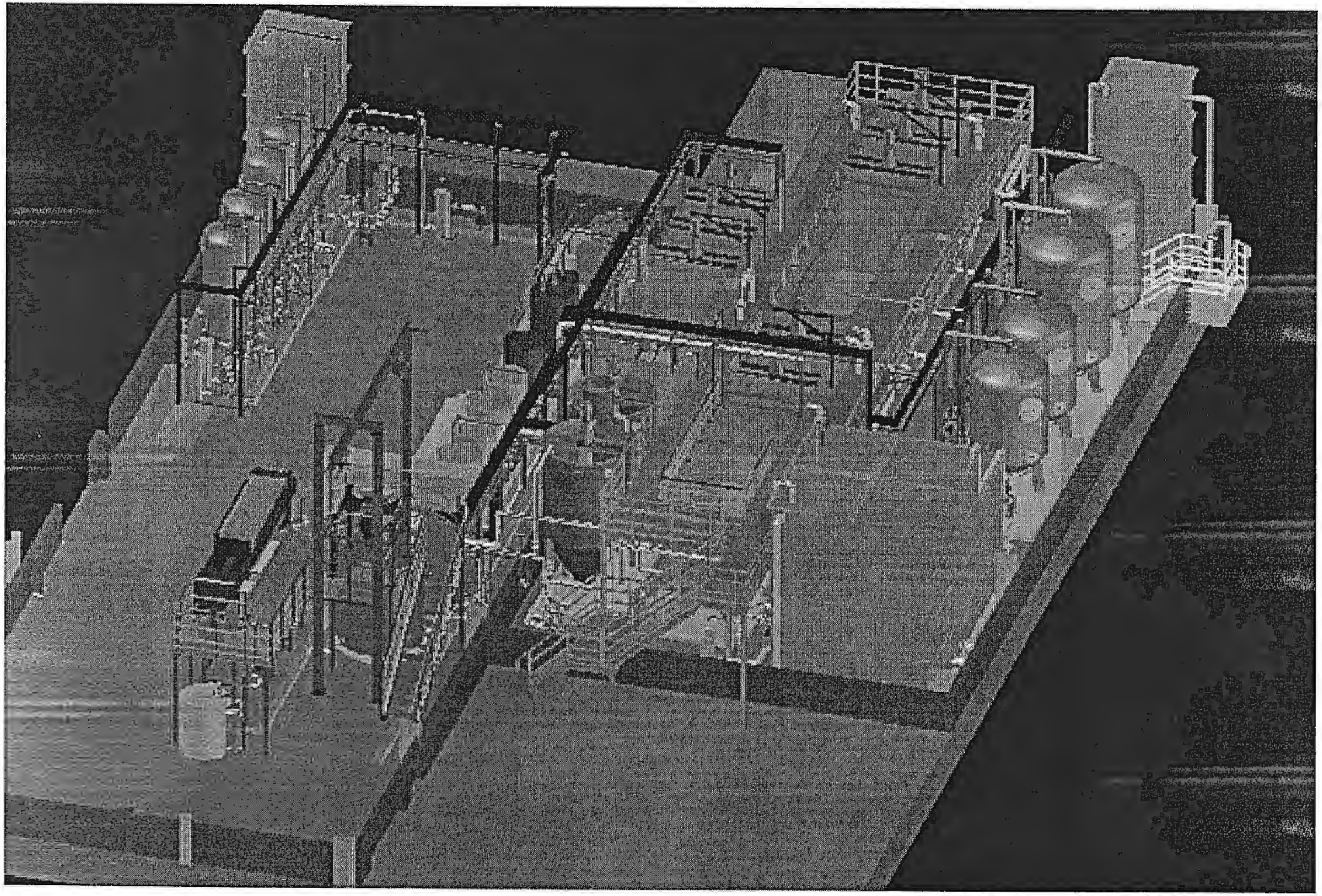
Waste water treatment plant Plan



Waste water treatment plant



Waste water treatment plant



FORM (1)

PROPOSAL FORM OF INVESTOR/PROMOTER FOR THE INVESTMENT TO BE MADE IN THE REPUBLIC OF UNION OF MYANMAR

The Chairman
Myanmar Investment Commission,
Yangon,
Union of Myanmar.

Reference No.
Date: : September, 2016.

I do apply for the permission to make investment in the Republic of Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1.The Investor's or Promoter's:-

(a) Name	: Vinod Kumar (a) U Tun Tun Win
(b) Father's Name	: U Chandra Dev Prakash
(c) I.D No./Passport No.	: 12/Pa Ba Ta (Naing)000684
(d) Citizenship	: Myanmar
(e) Address	: No.10, Mingalar Street , Ward no.(16), Yankin Township, Yangon, the Republic of Union of Myanmar.
(f) Name of Principle Organization	: TAUNG PYAR DAN CO.,LTD (Party A)
(g) Type of Business	: Manufacturing, Distribution and Marketing
(h) Principle Company's Address	: No. 15, Junction Square Compound, Pyay Road, Kamayut Township, Yangon, the Republic of Union of Myanmar.

2. If the investment business is formed under Joint Venture, partners:

(a) Name	: Mr Robert Henry Bourque Jr
(b) Father's Name	: Mr Robert Henry Bourque Sr
(c) I.D No./Passport No.	: American Passport No. 483717596
(d) Citizenship	: American
(e) Address	
(i) Address in Myanmar	: -
(ii) Residence abroad	: 59, Cove Way, #08-16 Seascape, Singapore 098309.
(f) Parent Company	: CROWN ASIA PACIFIC HOLDINGS PTE LTD (Party B)
(g) Type of Business	: Manufacturing
(h) Parent Company's Address	: 10 Hoe Chiang Road # 19-01, Keppel Towers Singapore 089315.

3. Type of proposed investment business:-

(a) Manufacturing : Manufacturing, distribution and marketing of Metal can & ends.
(b)Service Business related with manufacturing : -
(c)Services : -
(d)Others : -

4. Type of business organization to be formed:-

(a) One hundred percent : N.A
(b) Joint Venture
(i) Foreigner and Citizen : CROWN BEVERAGE CANS MYANMAR LTD (List Exhibit " I " enclosed)
(ii) Foreigner and Government Department/Organization : N.A
(c) By Contract based:
(i) Foreigner and Citizen : N.A
(ii) Foreigner and Government Department/Organization : N.A

5. Information related to Company Incorporation:

(a) Authorized Capital : US$ 200,000,000 (US Dollar Two Hundred Million only) equivalent in Kyat 236,000,000,000(Kyats Two Hundred Thirty Six Billion)
(b) Type of shares : Ordinary shares of US$ 1 each
(c) Number of shares : 200,000,000 Ordinary shares

6. Particulars relating to Capital of the investment business:

		Equity US$ MM	Loan US$ MM	Equivalent in Total Kyat MM	
(a) Amount of Local Capital to be contributed	=	5	7.5	14,750	25%
(b) Amount of Foreign Capital to be brought in	=	15	34.0	57,820	75%
Total	=	20	41.5	72,570	100%

(b) Amount of Foreign Capital to be brought in:

	Equity US$ MM	Loan US$ MM	Total Equivalent in Ks MM
(1)Foreign Currency	1.00	-	1,180.00
(2)Others	14.00	34.00	56,640.00
Total	15.00	34.00	57,820.00

(c) Period of proposed capital to be brought in sub-paragraph(b) : Expected to be contributed within (36) Months from the date of M.I.C permit.
(d) Last date of capital brought -
(e) Proposed duration of investment : Initially fifty (50) years, and renewable for another two (2) terms of ten (10)years each

(f) Commencement date of construction :Within (12) months from the date of M.I.C Permit

(g) Construction Period : Two (2) Years

7. Detail list of foreign capital to be brought in: **(US $ and Kyat In Million)**
Contributed by Party B :

	EQUITY		LOAN		TOTAL	
	US$ (MM)	Equiv. Kyat	US$ (MM)	Equiv. Kyat	US (MM)	Equiv. Kyat
(1)Foreign Currency in Cash	1.00	1180.0	-	-	1.00	1180.0
(2)Value of Machineries, Equipment (Exhibit No.III-A)	3.95	4661.0	29.33	34609.4	33.28	39270.4
(3)Raw Material(Exhibit No.III-B)	1.05	1239.0	4.67	5510.6	5.72	6749.6
(4)Value of rights which can be evaluated, such as licence, trade mark, patent rights etc.	-	-	-	-	-	-
(5)Value of Building(Exhibit No. II)	9.00	10620.0	-	-	9.00	10620.0
TOTAL	15.00	17700.0	34.00	40120.0	49.00	57820.0

8. Detail list of Paid up Capital to be contributed from Local: **(Kyats & US$ In Million)**

Contributed by Party A :

		Equity In US$ (MM)	Loan In US$ (MM)	Total In US$ (MM)	Equivalent In Kyats (MM)
(a)	In Cash	-	-	-	-
(b)	Value of machineries, equipment	-	-	-	-
(c)	Rental rate for Building/Land	-	-	-	-
(d)	Cost of building construction	-	-	-	-
(e)	Value of Furniture and Assets	-	-	-	-
(f)	Value of initial Raw Material requirement	-	-	-	-
(g)	Value of Land (Land Grant)	5.00	-	5.00	5900.00
(h)	Value of Utilities & Infrastructure	-	7.50	7.50	8850.00
	Total	5.00	7.50	12.50	14750.00

9. Particulars relating to the proposed economic organization:

(a) Investment Location(s)/Place : Block No.221,222, 224,225,226,227 located at 11th Street Yangon Industrial Zone, Mingalardone Township, Yangon Region, Myanmar.

(b) Type and area requirement for Land or Land and Building

(i) Location : Block No.221,222, 224,225,226,227 located at 11th Street Yangon Industrial Zone, Mingalardone Township, Yangon Region, Myanmar.

(ii)Number of Land/Building and area : (8.81) Acres

(iii) Owner of the Land
- (aa) Name/Company/Department : (1) U Deepak Kumar (a) U Maung Maung Oo
- (bb) National Registration No. : 12/Pa Ba Ta (Naing) 000684
- (cc) Address : No. 715, Merchant Street, Pabedan Township, Yangon Region.
- (aa) Name/Company/Department (2) U Vinod Kumar (a) U Tun Tun Win
- (bb) National Registration No. : 12/Pa Ba Ta (Naing) 003175
- (cc) Address : No. 715, Merchant Street, Pabedan Township, Yangon Region.

(iv) Type of Land : Yangon Industrial Zone land / (8.81) Acres

(v) Period of Land Lease Contract : Initially (50) years and renewable for another (2) terms of (10) years each

(vi) Lease Period : ---------------- From ------------- To (50) years

(vii) Lease Rate
- (aa) Land : US$ 100,0000 per year
- (bb) Building : N.A

(viii) Ward : Yangon Industrial Zone

(xi) Township : Mingalardone Township

(x) State / Region : Yangon Region

(xi) Lessee
- (aa) Name/Company/Department : Crown Beverage Cans Myanmar Limited
- (bb) Father's Name : Mr Robert Henry Bourque Sr
- (cc) Citizenship : American
- (dd) Passport No. : American Passport No. 483717596
- (ee) Residence Address : 59, Cove Way, #08-16 Seascape, Singapore 098309.

(c) Requirement of building to be constructed:
- (i) Type / No. of Building : (1) Unit
- (ii) Area : 18749 Sqm

(d) Goods to be produced/ services
- (1) Name of Product : Exhibit No. V
- (2) Estimate amount to be produced annually : Exhibit No. V
- (3) Type of Service : N.A
- (4) Estimate value of Service annually : N.A

(e) Annual requirement of materials/raw materials : Exhibit No. IV

(f) Production System : Modern Technology for Manufacturing of can,

(g) Technical Know-how : -

(h) Sales System : Estimated and subject to change
Local sale (90%) and export (10%) for Cans Product
Local sale (20%) and export (80%) for Scrap Metal
Contract Manufacturing Process

(i) Annual fuel requirement : Petrol 1095 Tons/Year
Diesel Oil 21900 Tons/Year

(j) Annual electricity requirement : Party A shall ensure a certained, uninterrupted and sufficient supply of electricity and natural gas to the company (except for any disruption due to an event of Force Majeure or disruptions due to planned maintenance of the Can Plant), at public tariff rates and at cost respectively, with no mark up.

(j) Annual natural gas requirement : Party A shall ensure a certained, uninterrupted and sufficient supply of electricity and natural gas to the company (except for any disruption due to an event of Force Majeure or disruptions due to planned maintenance of the Can Plant), at public tariff rates and at cost respectively, with no mark up.

(k) Annual water requirement : 60434 m^3/Year
(Rain water collection is about 50 percent)

10. Detail information about financial standing:

(a) Name / Company Name : -

(b) National Registration No./Passport no. : -

(c) Bank Account No. : -

11. List of employment to be recruited in the investment business:

(a) Employment from Local : Exhibit No VII

(b) Required Technicians and Executives from abroad : Exhibit No VII

12. Particulars with regard to the economic justifications:

(a) Annual income : Exhibit No VIII

(b) Annual expenditure : Exhibit No VIII

(c) Annual net profit : Exhibit No VIII

(d) Yearly investments : Exhibit No IX

(e) Recoupment period : Exhibit No X

(f) Other benefits : -

(g) Prospects of employment opportunities / local and Foreign market conditions / foreign exchange savings : Exhibit No XII

(h)Detail of the Land Grant from the Department of Urban and Housing Development : Exhibit No XIII

(i)Items requiring approval from M.I.C : Exhibit No XIV

13. Evaluation of environmental impact :-

(a) Organization for evaluation of environmental assessment;
(b) Duration of the evaluation for environmental assessment;
(c) Compensation programme for environmental damages(draft environmental law);
(d) Water purification system and waste water treatment system;
(e) Garbage management system;
(f) System for storage of chemicals;

14. Evaluation on Socio-economic assessments:-

(a) Organization for evaluation of socio-economic assessments;
(b) Duration of the evaluation for of socio-economic assessments;
(c) No. of volunteers (Corporate Social Responsibility) programme ;

15. The above mentioned information and documents enclosed herewith this application are true and correct as per my understanding checked by myself and submitted with signed hereunder.

Signature: ------------------------------
Name: Vinod Kumar (a) Tun Tun Win
Director
TAUNG PYAR DAN CO.,LTD

PROPOSAL FORM (1) RE-ITEM 4(c) *Exhibit No. I*

LIST OF DIRECTORS OF CROWN BEVERAGE CANS MYANMAR LIMITED

Sr. No	Name	Citizenship & N.R.C No. Passport No.	Designation	Address	Amount of Capital	Percentage
A	**Party "A"** Taung Pyar Dan Co.,Ltd Represented by:-		Incorporated in the Republic of Union of Myanmar	No.184/B, Thein Pyu Road, Botataung Township, Yangon, Republic of the Union of Myanmar.	US$ 5,000,000 equivalent in Kyat (5900) Million	25%
1	Deepak Kumar (a) U Maung Maung Oo	Myanmar 12/PaBaTa (Naing)000684	Managing Director	No.715 Room No. 19, 2nd Floor,Merchant Road, Ward No.(3), Pabedan Township, Yangon, Republic of the Union of Myanmar.		
2	Vinod Kumar (a)U Tun Tun Wir	Myanmar 12/PaBaTa (Naing)003175	Director	No.10, Mingalar Street, Ward No.(16), Yankin Township, Yangon, Republic of the Union of Myanmar.		
B	**Party "B"** CROWN Asia Pacific Holdings Pte Ltd Represented by:		Incorporated in Singapore	10 Hoe Chiang Road # 19-01 Keppel Towers, Singapore 089315	US$ 15,000,000 equivalent in Kyat (17700) Million	75%
1	Mr. Robert Henry Bourque Jr	American Passport No. 483717596	President	59 Cove Way #08-16 Seascape Singapore 098309		
2	Mr. Goh Hock Huat	Singapore Passport No. E2822435B	Director	183 West Coast Park Singapore 127709		
3	Mr. Koh Chin Iee	Singapore Passport No. E3979227A	Director	45 Tagore Avenue Singapore 787665		
	TOTAL				US$ 20,000,000 equivalent in (23600) Million	100%

PROPOSAL FORM (1) Re-Item 7(5)

VALUE OF FACTORY BUILDINGS

(US$&KYAT IN MILLION) Exhibit No.II(A)

Sr. No	DESCRIPTION	NO.OF BUILDING	FLOOR AREA	COST IN US$	COST IN KYAT	TOTAL COST IN KYAT
1	Factory Main Building & Warehouse	1	18749Sqm	1.80	0.00	2,214.00
2	Building Materials			7.20	0.00	8,496.00
	See in Exhibit No.II(B)					
	TOTAL			**9.00**	**0.00**	**10,620.00**

Note (1) Exchange Rate 1 US$ = Kyat 1180

(2) Building Cost in US $ 9 Million shall be contributed by Party B, US $ 7.2 Million is cost for Building Materials and other Steel Structure Materials to be imported from abroad and the balance US$ 1.8 million is cost of building construction.

PROPOSAL FORM (1) Re-Item 7(5)

VALUE OF BUILDING MATERIALS

(US$ IN MILLION)

Exhibit No.II(B)

Sr No	DESCRIPTION	New/Used	A/C Unit	Quantity	UNIT PRICE IN US$	TOTAL COST IN US$
	Imported Goods					
1	PEB Building Steelwork (including windows /doors /extract fans)	New	Lot	7	252,500	1,767,500
2	Cables &Wires	New	Lot	6	34,300	205,800
3	Fire Fighting System /Water Pump Accessories	New	Lot	6	90,000	540,000
4	HVAC System	New	Lot	4	41,500	166,000
						2,679,300
	Local Purchase					
5	Steel Rebar	New	Lot	4	123,750	495,000
6	Other construction Materials & labour Charges	New	Lot	10	214,700	2,147,000
7	Professional Sevices on Design Management	New	Lot	3	120,300	360,900
8	Land Preparation	New	Lot	1	217,900	217,900
9	Land & Utility and Services Road	New	Lot	7	185,700	1,299,900
						4,520,700
	TOTAL					**7,200,000**

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) Exhibit No. III(A)

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED SHEET NO.(1)

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
	FOR ONE LINE PRODUCTION(Brand New)				
1	Coil Downender	Set	1	121,635	121,635
2	Coil Car (Coil Handling)	Set	1	121,635	121,635
3	Uncoiler	Set	1	121,635	121,635
4	Lubricator	No	1	56,815	56,815
5	Cupmaker (Cupping Press)	No	1	1,394,550	1,394,550
6	Bodymakers	No	6	532,092	3,192,552
7	Trimmers	No	6	112,156	672,936
8	Domer Assemblies	No	6	18,594	111,564
9	Washer & Oven	No	1	1,549,500	1,549,500
10	Base Coater	No	1	1,446,200	1,446,200
11	Base Coater Oven	No	1	374,460	374,460
12	Decorator	No	1	1,859,400	1,859,400
13	Base Rim Coater	No	1	72,310	72,310
14	Deco Oven / Pin Oven	No	1	374,460	374,460
15	Internal Coaters	No	6	133,257	799,542
16	Internal Bake Oven	No	1	413,200	413,200
17	Pre-Neck Lubricator / Waxer	No	1	129,125	129,125
18	Necker Flanger + Light Tester	No	1	2,505,025	2,505,025
19	Internal / External Vision Inspection	No	1	139,455	139,455
20	Palletizer	No	1	595,537	595,537
21	Pallet Conveying	No	1	309,900	309,900
22	Strappers	No	2	48,656	97,312
23	Stretch Wrapper	No	1	87,750	87,750
24	Conveying System (Cup, Finished Can)	No	1	1,807,750	1,807,750
25	Smart Control System	No	1	103,300	103,300
26	Electrical System & Line Controls & Monitoring Systems	No	1	1,506,217	1,506,217
27	**SUPPORT EQUIPMENT**				
27.1	Scraps Bailer	No	1	258,250	258,250
27.2	Scraps collection system (piping)	No	1	142,146	142,146
27.3	Control Panel for Scraps system	No	1	54,071	54,071
27.4	Bodymakers mist collection system	No	1	129,125	129,125
27.5	Coolant filter & Sump Pump system (Bodymakers Coolant Filters)	No	1	323,329	323,329
27.6	Demineralised Water System (DI Water System)	No	1	201,435	201,435
27.7	Washer Sump Pump System	No	1	258,250	258,250
27.8	Washer Chemical control system	No	1	103,300	103,300
27.9	Decorator tempreture control system	No	1	103,300	103,300
27.10	Decorator Mist collection system	No	1	41,320	41,320
	SUB-TOTAL OF SHEET NO.(1)				21,578,291

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) — Exhibit No. III(A)

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED — SHEET NO.(2)

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
27.11	Oil Mist system	No	1	117,724	117,724
27.12	Waste Water Treament system	No	1	750,000	750,000
27.13	Air Compressors	No	3	142,000	426,000
27.14	Air Dryer	No	3	11,557	34,671
27.15	Vacuum Pump	No	3	51,344	154,032
27.16	Cooling Tower	No	1	215,150	215,150
27.17	Boiler	No	1	40,000	40,000
27.18	Platforms (all platforms requirement)	Set	1	1,000,000	1,000,000
27.19	Die Set for Changeover	Set	1	360,000	360,000
27.20	Automatic Enamel Rater	Set	3	63,000	189,000
27.21	Mounting Bracket Sensor	Set	4	2,070	8,280
27.22	Spray Bar Cleaning Tank	Set	1	1,400	1,400
27.23	Panel with Terminal Box	Set	3	5,251	15,753
27.24	Control Panel Exhaust Fan	Set	3	2,003	6,009
27.25	Lacquer Tank System	Set	1	9,135	9,135
27.26	Overvarnish Tank System	Set	1	8,102	8,102
27.27	Oil Skimmer	Set	1	3,254	3,254
27.28	Muffle Furnace	Set	1	2,790	2,790
27.29	Air Filter	Set	4	3,450	13,800
27.30	Air Receiver	Set	2	22,500	45,000
27.31	Can Handling Part	Set	1	1,929	1,929
27.32	Wet Can System	Set	1	8,078	8,078
27.33	Fixture Blanket	Set	5	2,624	13,120
27.34	Electrical Metering	Set	3	1,937	5,811
27.35	Electronic Display Board	Set	3	880	2,640
27.36	Light and Emergency Lighting	Set	1	4,816	4,816
27.37	Heavy Duty Elec Weighing	Set	1	6,000	6,000
27.38	Wall Thickness Gauge	Set	1	6,753	6,753
27.39	Can Height Gauge	Set	2	10,000	20,000
27.40	Bottom Dept Gauge	Set	1	3,495	3,495
27.41	Flange Width Gauge	Set	1	1,990	1,990
27.42	Can Internal Diameter	Set	1	4,971	4,971
27.43	QA Apparatus	Set	1	3,458	3,458
27.44	Analytical Balances	Set	1	3,392	3,392
	SUB-TOTAL OF SHEET NO.(2)				3,486,553

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) Exhibit No. III(A)

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED SHEET NO.(3)

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
27.45	PH Meter	Set	1	2,257	2,257
27.46	Ford Viscosity Cups	Set	1	689	689
27.47	Autoclave	Set	1	450	450
27.48	Water Bath	Set	1	700	700
27.49	Mobility Tester	Set	1	13,147	13,147
27.50	Spare Parts for Trimmer	Set	1	5,000	5,000
27.51	Spare Parts for Decorator	Set	1	5,000	5,000
27.52	Shower Station & Eye/Face	Set	3	481	1,443
27.53	Slim Height Change Parts	Set	1	106,000	106,000
27.54	Grinding Machine	Set	1	190	190
27.55	Ironing Polishing Grinder	Set	1	3,775	3,775
27.56	Machine Tooling	Set	1	212,183	212,183
27.57	Envotech Dust Collector	Set	1	2,401	2,401
28	**TOOL ROOM EQUIPMENT**				
28.1	Depth Gauge Digital 150mm	Set	1	1,350	1,350
28.2	Vemier Caliper Digital 150mm	Set	1	267	267
28.3	Vemier Caliper Digital 300mm	Set	1	614	614
28.4	Vemier Caliper Digital 600mm	Set	1	1,140	1,140
28.5	Height Gauge Digital 600mm	Set	1	1,100	1,100
28.6	Pistol Grip Bore Gauge Set 65-70mm with Digital Display	Set	1	5,170	5,170
28.7	65mm Setting/ Master Ring	Set	1	332	332
28.8	Adjustable Florenza Snap Gauge(for 211 punches)0-90mm range c/w	Set	1	2,100	2,100
28.9	66mm Setting/ Master Disc	Set	1	340	340
28.10	Steel Rule 1000mm	Set	1	87	87
28.11	Inside Micrometer Set	Set	1	900	900
28.12	Digital Micrometer 0-25mm	Set	1	397	397
28.13	Digital Micrometer 25-50mm	Set	1	422	422
28.14	Digital Micrometer 50-75mm	Set	1	482	482
28.15	Digital Micrometer 75-100mm	Set	1	520	520
28.16	Digital Micrometer 0-25mm(ball anvil - flat anvil)	Set	1	1,220	1,220
28.17	Slip Gauges (Grade 1)	Set	1	2,495	2,495
28.18	Slip Gauges Precision (workshop grade)	Set	1	1,500	1,500
28.19	DTI 0.0001" Graduations-Plunger Type-Lug Back	Set	2	392	784
28.20	DTI 0.0001" Graduations-Stylus Type-Set	Set	2	258	516
	SUB-TOTAL OF SHEET NO.(3)				374,971

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) **Exhibit No. III(A)**

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED **SHEET NO.(4)**

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
28.21	DTI 0.001mm Graduations-Plunger Type-Lug Back	Set	2	228	456
28.22	DTI 0.001" Graduations-Plunger Type-Lug Back	Set	2	332	664
28.23	DTI 0.0001" Graduations-Stylus Type-Set	Set	2	126	252
28.24	DTI 0.01mm Graduations-Plunger Type	Set	2	1,544	3,088
28.25	DTI 0.01mm Graduations-Plunger Type-Lug Back	Set	2	278	556
28.26	Engineers Precision Level (0.01mm/metre)	Set	1	350	350
28.27	3/4" Drive Torque Wrench - up to 600 ft/lb	Set	1	750	750
28.28	Roundtest RA 120P	Set	1	38,948	38,948
28.29	Contracer/Profile Tracer	Set	1	87,854	87,854
28.30	Contracer Parts - Rotary Vice	Set	1	1,021	1,021
28.31	Contracer Parts - V Blocks	Set	1	495	495
28.32	Contracer Parts - Cross Travel Vice	Set	1	1,701	1,701
28.33	Surface Tester (roughness)	Set	1	2,452	2,452
28.34	Baty Projector R14 GXL	Set	1	12,957	12,957
28.35	Punch & Ring Polishing Machine	Set	1	1,000	1,000
28.36	Felt Bobs for Polisher 12x20x4mm shaft	Set	2	88	176
28.37	Felt Bobs for Polisher 20x30x4mm shaft	Set	2	68	136
28.38	Paste Yellow 6LC (5GRM)	Set	5	315	1,575
28.39	Paste Green 3LC (5GRM)	Set	5	245	1,225
28.40	OS Lubricating Fluid 450ml Trigger Spray	Set	2	40	80
28.41	OS Lubricating Fluid 2.5 ltrs	Set	2	92	184
28.42	DF2602 Box Stone-fine finishing (box of 12)	Set	2	184	368
28.43	D71 Type B Holder Finishing Stone	Set	4	72	288
28.44	Polishing Sticks 6mm sq x 150mm long hard - Pk of 10	Set	2	70	140
28.45	Polishing Sticks 6mm sq x 150mm long soft - Pk of 10	Set	2	38	76
28.46	Polishing Sticks 6mm dia x 150mm long hard - Pk of 10	Set	2	116	232
28.47	Polishing Sticks 6mm dia x 150mm long soft - Pk of 10	Set	2	38	76
28.48	Wet & Dry Paper 400 Grade vsm sheet-50 sheet pk	Set	1	150	150
28.49	Wet & Dry Paper 600 Grade vsm sheet-50 sheet pk	Set	1	150	150
28.50	Wet & Dry Paper 800 Grade vsm sheet-50 sheet pk	Set	1	150	150
28.51	Wet & Dry Paper 1000 Grade vsm sheet-50 sheet pk	Set	1	150	150
28.52	India Combination Oil Stones IND188 150x50x25	Set	4	150	600
28.53	India Combination Oil Stones IND1824 100x25x12	Set	4	100	400
28.54	Granite Table (Grade 0) 1500x1000x210 (approx dimensions)	Set	1	4,950	4,950
	SUB-TOTAL OF SHEET NO.(4)				163,650

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) — Exhibit No. III(A)

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED — SHEET NO.(5)

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
28.55	Granite Surface Plate, 600x600 (24 x 24")	Set	1	210	210
28.56	Pair Parallels - Granite Large 450x100x50	Pair	1	550	550
28.57	Pair Parallels - Granite Small 150x25x12	Pair	1	400	400
28.58	Pair Vee Blocks to suit 2.5" dia	Pair	1	250	250
28.59	Pair Vee Blocks to suit 4.25" dia	Pair	1	400	400
28.60	Magnetic Base	Set	3	120	360
28.61	Digital Tachometer	Set	1	240	240
28.62	Digital/ Laser Thermometer 0-400 Deg C	Set	1	150	150
28.63	Engraver	Set	1	100	100
28.64	Carbide Tip Kit	Set	2	40	80
28.65	De-Magnetiser Eclipse - DA 955	Set	1	375	375
28.66	Double Steel Storage Cupboards	Set	2	240	480
28.67	Ultra Sonic Cleaning Bath(include 500x300x300 60min timer/20-75 dec C/Basket & lid)	Set	1	10,000	10,000
28.68	Tooling Inventory/ Control System(T-cards and computer)	Set	1	14,410	14,410
28.69	Bodymaker Tooling Library	Set	1	100,000	100,000
28.70	Spare Cupping Press Tooling	Set	2	29,100	58,200
28.71	Spare 12 Stage Necker Tooling(necking dies and knockouts)	Set	2	14,100	28,200
29	QA LAB EQUIPMENT				
29.1	Frontend & Backend Gauges	Set	1	216,088	216,088
29.2	Destructive Gauges	Set	1	161,357	161,357
29.3	Auto Enamel Rater	Set	1	112,672	112,672
30	MACHINE SHOP EQUIPMENT				
30.1	Lathe Machine 13.5 ft	Set	1	82,000	82,000
30.2	Tool Post Grinder on Lathe(Applicator regrind unit)	Set	1	5,000	5,000
30.3	Lathe Machine 7 ft	Set	1	35,000	35,000
30.4	Surface Grinder Machine	Set	1	30,000	30,000
30.5	Milling Machine	Set	1	30,000	30,000
30.6	Hydraulic Press -hands operate 60 tons capacity	Set	1	1,714	1,714
30.7	Heavy Duty Bench Grinder	Set	1	200	200
30.8	Horizontal Band Saw	Set	1	2,000	2,000
30.9	Cut Off Machine	Set	1	100	100
30.10	Gas Welder & Cutting Unit	Set	1	2,000	2,000
30.11	Argon Welder	Set	1	2,000	2,000
30.12	Arc Welder	Set	1	2,000	2,000
	SUB-TOTAL OF SHEET NO.(5)				896,536

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) **Exhibit No. III(A)**

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED SHEET NO.(6)

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
30.13	Plasma Cutter(Inverter Air)	Set	1	2,000	2,000
30.14	Floor Standing Pillar Drill	Set	1	1,000	1,000
30.15	Magnetic Drilling	Set	1	1,000	1,000
30.16	Bearing Heater Unit	Set	1	2,281	2,281
30.17	Angle Grinder	Set	1	100	100
30.18	Impact Drill	Set	1	100	100
30.19	Arbor Press	Set	1	500	500
30.20	Threading Pipe Machine	Set	1	1,000	1,000
31	Installation Costs	Set	1	1,700,000	1,700,000
32	Commissioning Cost	Set	1	380,511	380,511
33	Professional Services	Set	1	198,077	198,077
34	Engineering Services	Set	1	770,531	770,531
					3,057,100
	SUB-TOTAL OF SHEET NO. (1)				21,578,291
	SUB-TOTAL OF SHEET NO. (2)				3,486,553
	SUB-TOTAL OF SHEET NO. (3)				374,971
	SUB-TOTAL OF SHEET NO. (4)				163,650
	SUB-TOTAL OF SHEET NO. (5)				896,536
	TOTAL M/C COST FOR LINE ONE PRODUCTION				29,557,101
	OTHER EQUIPMENT				
35	Forklift 1.5 mt	Unit	4	25,750	103,000
36	Forklift 3 mt	Unit	6	32,000	192,000
37	Forklift 12 mt	Unit	2	140,000	280,000
38	Gas Turbine	Set	2	1,000,000	2,000,000
39	Generator	Set	4	30,000	120,000
40	Chiller	Set	2	25,384	50,768
41	Electric Wire	Lot	7	20,000	140,000
42	Rack	Pcs	4167	12	50,004
43	LABEL DEVELOPMENT EQUIPMENT				
43.1	Mac Pro Computer System with softwares	Set	1	7,000	7,000
43.2	Afga Avantra 30 Film Processor (Output from computer)	Set	1	15,000	15,000
43.3	Screen Film Processor (To Develop Negative)	Set	1	10,000	10,000
43.4	Fiji Light Box, (For Film Negative contact)	Set	1	12,000	12,000
43.5	Epson Styles Printer with EFI color soft wares. (Digital Proof Printer	Set	1	16,000	16,000
43.6	Polimero A52 Plate Maker. (For Polymer Plates)	Set	1	28,000	28,000
43.7	SPG Laser Engraver (Laser Plate)	Set	1	350,000	350,000
	SUB-TOTAL OF SHEET NO.(6)				32,930,873

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (2) **Exhibit No. III(A)**

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED SHEET NO.(7)

Sr No	PARTICULARS	UNIT	QTY	PRICE IN US$	VALUE IN US$
43.8	Film Setting Working Glass Light Table	Set	1	2,000	2,000
43.9	Film Registration Puncher	Set	1	2,000	2,000
43.10	Plate Registration Puncher	Set	1	2,000	2,000
43.11	Film Angle Cutter	Set	1	2,000	2,000
43.12	Plate Making	Set	1	35,783	35,783
43.13	Label Verifier	Set	1	37,674	37,674
44	Reconditioned Motor Vehicles (RHD) Truck, 2 Tons & up (2005 & UP MODEL)(Mitsubishi / Fuso / Hino / Nissan / Toyota etc.)	Unit	5	53,534	267,670
	SUB-TOTAL OF SHEET NO.(7)				349,127
	SUB-TOTAL OF SHEET NO.(6)				32,930,873
	TOTAL				33,280,000

CROWN BEVERAGE CANS MYANMAR LIMITED

PROPOSAL FORM (1) RE-ITEM 7 (3) Exhibit No. III(B)

LIST OF INITIAL RAW MATERIALS TO BE IMPORTED

Sr.	Particulars	A/C UNIT	QTY	PRICE IN US$	VALUE IN US$
	INITIAL RAW MATERIALS TO BE IMPORTED				
1	Aluminium	MT	1,887.00	2,700.00	5,094,900.00
2	Easy Open End	1000 Pcs	500.00	17.00	8,500.00
	FRONT END				
3	Mobil DTE 25	Ltr	200.00	2.10	420.00
4	Mobil 660 XP 150	Ltr	40.00	2.23	89.20
5	Houghton Coralube 2001AB	Kg	900.00	2.80	2,520.00
6	Henkel DTI C1-A	Kg	900.00	4.76	4,284.00
7	Henkel DTI SNL-3	Kg	900.00	4.41	3,969.00
8	Henkel DTI 361	Kg	1,800.00	4.38	7,884.00
9	Henkel DTI 461	Kg	1,800.00	3.94	7,092.00
10	Houghton Coralube 737BR	Kg	1,800.00	5.20	9,360.00
11	Biocide Triadine 10	Kg	1.00	10.00	10.00
	BODYMAKER LUBRICANTS				
12	Mobil 600 XP 150	Ltr	2,400.00	2.23	5,352.00
13	Mobil DTE oil light VG32 for clutch	Ltr	160.00	2.88	460.80
14	Trimmer cam track Kluber Structoris BHD	Ltr	1.00	51.98	51.98
	WASHER CHEMICALS				
15	Houghton Clene 101	Kg	320.00	2.45	784.00
16	Henkel Ridoline 560	Kg	320.00	1.35	432.00
17	Henkel CLL450	Kg	320.00	1.35	432.00
18	Houghton ACC 2A	Kg	160.00	1.66	265.60
19	Henkel Ridoline 120WN	Kg	160.00	1.35	216.00
20	Henkel AC 45	Kg	160.00	1.35	216.00
21	Houghton NC900	Kg	400.00	1.41	564.00
22	Henkel Alodine 405R	Kg	400.00	1.35	540.00
23	Henkel Alodine 4050	Kg	400.00	1.35	540.00
24	Henkel CTN405	Kg	400.00	1.35	540.00
	DECORATOR & BASE COATER				
25	Printing Ink	Kg	3,840.00	15.38	59,059.20
26	Superwash 100	Ltr	2,040.00	1.80	3,672.00
27	Butyl Cellosolve	Kg	540.00	1.60	864.00
28	Methyl Ethyl Ketone	Ltr	1.00	35.41	35.41
29	Washing Solvent	Ltr	2,040.00	1.80	3,672.00
30	Autowash	Ltr	2,040.00	1.80	3,672.00
31	Aquaprime 101-243	Kg	7,200.00	1.85	13,320.00
32	Aquaprime 250-251	Kg	7,200.00	3.35	24,120.00
33	Borrom Rim Varnish Aquaprime 176-246	Kg	1,060.00	2.25	2,385.00
34	White Basecoat Aquaprime 200-586	Kg	8,400.00	2.80	23,520.00
35	Pin Chain Lube Kluber NH1CH2-220	Ltr	264.00	53.49	14,121.36
36	Linear Bearing Grease Mobil SHC 222	Kg	8.00	15.56	124.48
37	Hi Temp Grease Mobil XHP 222	Kg	4.00	5.07	20.28
38	Mobil EP2 Genteral Grease	Kg	13.00	4.38	56.94
39	Mobil Gear 634	Ltr	36.00	14.85	534.60
40	Printing Plates 175x305 thickness 0.83 Miraclon Sing	EA	900.00	7.85	7,065.00
41	Printing Blankets 125x290x1.95mm size 330ml	EA	900.00	5.53	4,977.00
42	Printing Blankets 170x290x1.95mm 330ml Sleek	EA	900.00	6.64	5,976.00
43	Film	Set	20.00	353.09	7,061.80
	BACK END				
44	Vitalizer Oil 1 pint 900214E Nordson	EA	2.00	30.20	60.40
45	Internal Lacquer 46900SV	Kg	22,800.00	1.14	25,992.00
46	UV Ink Dot LSM	EA	3.00	41.61	124.83
47	Petrolatum Jelly	Kg	4.00	2.00	8.00
48	Mobil Gear Glygoyle HE220	Ltr	200.00	12.93	2,586.00
49	Type T Fluid 140029D for DR Pump(CMB)	EA	1.60	26.37	42.19

50	Neck Lube PE837	LB	100.00	3.30	330.00
51	Mobil Gear 600xP320	Ltr	200.00	2.37	474.00
52	Mobil Gear 630	Ltr	200.00	2.37	474,00
53	Mobil EP2 General Grease	Kg	13.00	4.38	56.94
54	Stretch Flim	Rolls	380.00	32.09	12,194.20
55	Pallet Strapping	Rolls	230.00	31.54	7,254.20
	WASTE WATER TRATMENT PLANT(REQUIRED MATERIALS)				
56	Hydrochloric Acid (35%)	Kg	2,700.00	0.40	1,080.00
57	Caustic Soda (50%)	Kg	3,000.00	0.67	2,010.00
58	Poly Aluminum Cloride	Kg	2,700.00	0.80	2,160.00
59	Poly Acrylamide	Kg	450.00	5.00	2,250.00
60	Hydrated Lime	Kg	6,150.00	0.40	2,460.00
61	Calcium Chloride 50%	Kg	520.00	0.41	213.20
62	Sodium Hydroxide 48%	Kg	3,900.00	0.61	2,379.00
63	Sodium Hydroxide 50%	Kg	22,800.00	0.25	5,700.00
64	Bentonite 10%	Kg	500.00	0.23	115.00
65	Aluminum Sulfate 8%	Kg	265.00	0.25	66.25
66	Polymer	Kg	60.00	5.42	325.20
67	Kogen 101	Kg	3,120.00	0.47	1,466.40
68	Kogen ABS-10	Kg	2,400.00	0.60	1,440.00
69	Kogen 1805	Kg	15,600.00	0.87	13,572.00
	PACKAGING MATERIAL				
70	Plastic Pallet	PC	1,800.00	50.00	90,000.00
71	Plastic Top Frame	PC	1,800.00	10.00	18,000.00
72	Plastic Layer Pad	PC	40,140.00	4.00	160,560.00
73	Wooden Pallet	PC	600.00	15.00	9,000.00
74	Wooden Top Frame	PC	600.00	4.00	2,400.00
75	Paper Layer Pad	PC	13,500.00	0.45	6,075.00
	OTHERS				
76	Belt, Fitting	PC	20.00	67.86	1,357.20
77	Gloves	PC	540.00	5.04	2,721.60
78	Mask	PC	100.00	3.01	301.00
79	Allen Key	PC	60.00	2.19	131.40
80	Oil Seal	PC	50.00	9.97	498.50
81	Socket	PC	60.00	6.60	396.00
82	Sulfaver	PC	20.00	31.31	626.20
83	Ear Plug	PC	240.00	2.02	484.80
84	Cutting Disc	PC	0.20	794.00	158.80
85	Binder Agent	USG	161.00	15.01	2,416.61
86	Filter	PC	200.00	13.03	2,606.00
87	Valve	PC	40.00	6.11	244.40
88	Cleaning Rag	PC	1,320.00	1.01	1,333.20
89	Cupper Rod	PC	10.00	21.82	218.20
90	Elma Clean	PC	20.00	9.64	192.80
91	Indicator Seal	PC	52.00	10.00	520.00
92	Motorsilk Additive	KG	220.00	29.52	6,494.40
93	Suction Cup	PC	161.20	1.00	161.20
94	Loctite	PC	20.00	14.11	282.20
95	SERIES 900 155MM	EA	4.00	63.94	255.76
96	BEARING FAFNIR SAOL	EA	0.40	2,901.00	1,160.40
97	GASKET FOR TRANTER	EA	0.40	1,846.00	738.40
98	AIR WING	PC	2.00	175.00	350.00
99	OVEN TENSION ROLLER	EA	0.20	3,413.00	682.60
100	FLANGE BEARING	EA	0.80	138.00	110.40
101	OVEN BELT DRIVE ROLLER	EA	0.20	3,584.00	716.80
102	PILLOW BEARING	EA	0.82	361.00	295.70
	TOTAL				5,720,003.03

PROPOSAL FORM (1) RE-ITEM 9(e)

ANNUAL RAW MATERIALS REQUIREMENT Exhibit No. (IV)

Sr.No		Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5-20
1		RAW MATERIALS FOR NORMAL PRODUCTION						
	1	Aluminium	MT	5200	7800	7800	7800	7800
	2	Easy Open End	1000 Pcs	400000	600000	600000	600000	600000
		FRONT END						
	3	Mobil DTE 25	Ltr	667	1000	1000	1000	1000
	4	Mobil 660 XP 150	Ltr	133	200	200	200	200
	5	Houghton Coralube 2001AB	Kg	3000	4500	4500	4500	4500
	6	Henkel DTI C1-A	Kg	3000	4500	4500	4500	4500
	7	Henkel DTI SNL-3	Kg	3000	4500	4500	4500	4500
	8	Henkel DTI 361	Kg	6000	9000	9000	9000	9000
	9	Henkel DTI 461	Kg	6000	9000	9000	9000	9000
	10	Houghton Coralube 737BR	Kg	6000	9000	9000	9000	9000
	11	Biocide Triadine 10	Kg	3	5	5	5	5
		BODYMAKER LUBRICANTS						
	12	Mobil 600 XP 150	Ltr	8000	12000	12000	12000	12000
	13	Mobil DTE oil light VG32 for clutch	Ltr	533	800	800	800	800
	14	Trimmer cam track Kluber Structoris BHD	Ltr	3	5	5	5	5
		WASHER CHEMICALS						
	15	Houghton Clene 101	Kg	1067	1600	1600	1600	1600
	16	Henkel Ridoline 560	Kg	1067	1600	1600	1600	1600
	17	Henkel CLL450	Kg	1067	1600	1600	1600	1600
	18	Houghton ACC 2A	Kg	533	800	800	800	800
	19	Henkel Ridoline 120WN	Kg	533	800	800	800	800
	20	Henkel AC 45	Kg	533	800	800	800	800
	21	Houghton NC900	Kg	1333	2000	2000	2000	2000
	22	Henkel Alodine 405R	Kg	1333	2000	2000	2000	2000
	23	Henkel Alodine 4050	Kg	1333	2000	2000	2000	2000
	24	Henkel CTN405	Kg	1333	2000	2000	2000	2000
		DECORATOR & BASE COATER						
	25	Printing Ink	Kg	12800	19200	19200	19200	19200
	26	Superwash 100	Ltr	6800	10200	10200	10200	10200
	27	Butyl Cellosolve	Kg	1800	2700	2700	2700	2700
	28	Methyl Ethyl Ketone	Ltr	2.7	4	4	4	4
	29	Washing Solvent	Ltr	6800	10200	10200	10200	10200
	30	Autowash	Ltr	6800	10200	10200	10200	10200
	31	Aquaprime 101-243	Kg	24000	36000	36000	36000	36000
	32	Aquaprime 250-251	Kg	24000	36000	36000	36000	36000
	33	Borrom Rim Varnish Aquaprime 176-246	Kg	3533	5300	5300	5300	5300
	34	White Basecoat Aquaprime 200-586	Kg	28000	42000	42000	42000	42000
	35	Pin Chain Lube Kluber NH1CH2-220	Ltr	880	1320	1320	1320	1320
	36	Linear Bearing Grease Mobil SHC 222	Kg	27	40	40	40	40
	37	Hi Temp Grease Mobil XHP 222	Kg	13	20	20	20	20
	38	Mobil EP2 General Grease	Kg	43	65	65	65	65
	39	Mobil Gear 634	Ltr	120	180	180	180	180
	40	Printing Plates 175x305 thickness 0.83 Miraclon S	EA	3000	4500	4500	4500	4500
	41	Printing Blankets 125x290x1.95mm size 330ml	EA	3000	4500	4500	4500	4500
	42	Printing Blankets 170x290x1.95mm 330ml Sleek	EA	3000	4500	4500	4500	4500
	43	Film	Set	67	100	100	100	100
		BACK END						
	44	Vitalizer Oil 1 pint 900214E Nordson	EA	7	10	10	10	10
	45	Internal Lacquer 46900SV	Kg	76000	114000	114000	114000	114000
	46	UV Ink Dot LSM	EA	10	15	15	15	15
	47	Petrolatum Jelly	Kg	13	20	20	20	20
	48	Mobil Gear Glygoyle HE220	Ltr	667	1000	1000	1000	1000
	49	Type T Fluid 140029D for DR Pump(CMB)	EA	5	8	8	8	8
	50	Neck Lube PE837	LB	333	500	500	500	500
	51	Mobil Gear 600xP320	Ltr	667	1000	1000	1000	1000
	52	Mobil Gear 630	Ltr	667	1000	1000	1000	1000
	53	Mobil EP2 General Grease	Kg	43	65	65	65	65
	54	Stretch Flim	Rolls	1267	1900	1900	1900	1900

	55	Pallet Strapping	Rolls	767	1150	1150	1150	1150
		WASTE WATER TRATMENT PLANT(REQUIRED MATERIALS)						
	56	Hydrochloric Acid (35%)	Kg	9000	13500	13500	13500	13500
	57	Caustic Soda (50%)	Kg	10000	15000	15000	15000	15000
	58	Poly Aluminum Cloride	Kg	9000	13500	13500	13500	13500
	59	Poly Acrylamide	Kg	1500	2250	2250	2250	2250
	60	Hydrated Lime	Kg	20500	30750	30750	30750	30750
	61	Calcium Chloride 50%	Kg	1733	2600	2600	2600	2600
	62	Sodium Hydroxide 48%	Kg	13000	19500	19500	19500	19500
	63	Sodium Hydroxide 50%	Kg	76080	114120	114120	114120	114120
	64	Bentonite 10%	Kg	1667	2500	2500	2500	2500
	65	Aluminum Sulfate 8%	Kg	883	1325	1325	1325	1325
	66	Polymer	Kg	200	300	300	300	300
	67	Kogen 101	Kg	10400	15600	15600	15600	15600
	68	Kogen ABS-10	Kg	8000	12000	12000	12000	12000
	69	Kogen 1805	Kg	52000	78000	78000	78000	78000
		PACKAGING MATERIAL						
	70	Plastic Pallet	PC	4000	6000	6000	6000	6000
	71	Plastic Top Frame	PC	4000	6000	6000	6000	6000
	72	Plastic Layer Pad	PC	90000	135000	135000	135000	135000
	73	Wooden Pallet	PC	2000	3000	3000	3000	3000
	74	Wooden Top Frame	PC	2000	3000	3000	3000	3000
	75	Paper Layer Pad	PC	45000	67500	67500	67500	67500
		OTHERS						
	76	Belt, Fitting	PC	67	100	100	100	100
	77	Gloves	PC	1800	2700	2700	2700	2700
	78	Mask	PC	333	500	500	500	500
	79	Allen Key	PC	200	300	300	300	300
	80	Oil Seal	PC	167	250	250	250	250
	81	Socket	PC	200	300	300	300	300
	82	Sulfaver	PC	67	100	100	100	100
	83	Ear Plug	PC	800	1200	1200	1200	1200
	84	Cutting Disc	PC	0.7	1	1	1	1
	85	Binder Agent	USG	537	805	805	805	805
	86	Filter	PC	667	1000	1000	1000	1000
	87	Valve	PC	133	200	200	200	200
	88	Cleaning Rag	PC	4400	6600	6600	6600	6600
	89	Cupper Rod	PC	33	50	50	50	50
	90	Elma Clean	PC	67	100	100	100	100
	91	Indicator Seal	PC	173	260	260	260	260
	92	Motorsilk Additive	KG	733	1100	1100	1100	1100
	93	Suction Cup	PC	537	806	806	806	806
	94	Loctite	PC	67	100	100	100	100
	95	SERIES 900 155MM	EA	13	20	20	20	20
	96	BEARING FAFNIR SAOL	EA	1.3	2	2	2	2
	97	GASKET FOR TRANTER	EA	1.3	2	2	2	2
	98	AIR WING	PC	7	10	10	10	10
	99	OVEN TENSION ROLLER	EA	0.7	1	1	1	1
	100	FLANGE BEARING	EA	2.7	4	4	4	4
	101	OVEN BELT DRIVE ROLLER	EA	0.7	1	1	1	1
	102	PILLOW BEARING	EA	2.7	4	4	4	4
2	A	**FE PURCHASE (QTY)**						
	1	Aluminium	MT	5200	7800	7800	7800	7800
	2	Easy Open End	1000 Pcs	400000	600000	600000	600000	600000
		FRONT END						
	3	Mobil DTE 25	Ltr	667	1000	1000	1000	1000
	4	Mobil 660 XP 150	Ltr	133	200	200	200	200
	5	Houghton Coralube 2001AB	Kg	3000	4500	4500	4500	4500
	6	Henkel DTI C1-A	Kg	3000	4500	4500	4500	4500
	7	Henkel DTI SNL-3	Kg	3000	4500	4500	4500	4500
	8	Henkel DTI 361	Kg	6000	9000	9000	9000	9000
	9	Henkel DTI 461	Kg	6000	9000	9000	9000	9000
	10	Houghton Coralube 737BR	Kg	6000	9000	9000	9000	9000
	11	Biocide Triadine 10	Kg	3	5	5	5	5
		BODYMAKER LUBRICANTS						
	12	Mobil 600 XP 150	Ltr	8000	12000	12000	12000	12000
	13	Mobil DTE oil light VG32 for clutch	Ltr	533	800	800	800	800

14	Trimmer cam track Kluber Structoris BHD	Ltr	3	5	5	5	5
	WASHER CHEMICALS						
15	Houghton Clene 101	Kg	1067	1600	1600	1600	1600
16	Henkel Ridoline 560	Kg	1067	1600	1600	1600	1600
17	Henkel CLL450	Kg	1067	1600	1600	1600	1600
18	Houghton ACC 2A	Kg	533	800	800	800	800
19	Henkel Ridoline 120WN	Kg	533	800	800	800	800
20	Henkel AC 45	Kg	533	800	800	800	800
21	Houghton NC900	Kg	1333	2000	2000	2000	2000
22	Henkel Alodine 405R	Kg	1333	2000	2000	2000	2000
23	Henkel Alodine 4050	Kg	1333	2000	2000	2000	2000
24	Henkel CTN405	Kg	1333	2000	2000	2000	2000
	DECORATOR & BASE COATER						
25	Printing Ink	Kg	12800	19200	19200	19200	19200
26	Superwash 100	Ltr	6800	10200	10200	10200	10200
27	Butyl Cellosolve	Kg	1800	2700	2700	2700	2700
28	Methyl Ethyl Ketone	Ltr	2.7	4	4	4	4
29	Washing Solvent	Ltr	6800	10200	10200	10200	10200
30	Autowash	Ltr	6800	10200	10200	10200	10200
31	Aquaprime 101-243	Kg	24000	36000	36000	36000	36000
32	Aquaprime 250-251	Kg	24000	36000	36000	36000	36000
33	Borrom Rim Varnish Aquaprime 176-246	Kg	3533	5300	5300	5300	5300
34	White Basecoat Aquaprime 200-586	Kg	28000	42000	42000	42000	42000
35	Pin Chain Lube Kluber NH1CH2-220	Ltr	880	1320	1320	1320	1320
36	Linear Bearing Grease Mobil SHC 222	Kg	27	40	40	40	40
37	Hi Temp Grease Mobil XHP 222	Kg	13	20	20	20	20
38	Mobil EP2 General Grease	Kg	43	65	65	65	65
39	Mobil Gear 634	Ltr	120	180	180	180	180
40	Printing Plates 175x305 thickness 0.83 Miraclon S	EA	3000	4500	4500	4500	4500
41	Printing Blankets 125x290x1.95mm size 330ml	EA	3000	4500	4500	4500	4500
42	Printing Blankets 170x290x1.95mm 330ml Sleek	EA	3000	4500	4500	4500	4500
43	Film	Set	67	100	100	100	100
	BACK END						
44	Vitalizer Oil 1 pint 900214E Nordson	EA	7	10	10	10	10
48	Mobil Gear Glygoyle HE220	Ltr	667	1000	1000	1000	1000
49	Type T Fluid 140029D for DR Pump(CMB)	EA	5	8	8	8	8
50	Neck Lube PE837	LB	333	500	500	500	500
51	Mobil Gear 600xP320	Ltr	667	1000	1000	1000	1000
52	Mobil Gear 630	Ltr	667	1000	1000	1000	1000
53	Mobil EP2 General Grease	Kg	43	65	65	65	65
54	Stretch Flim	Rolls	1267	1900	1900	1900	1900
55	Pallet Strapping	Rolls	767	1150	1150	1150	1150
	WASTE WATER TRATMENT PLANT(REQUIRED MATERIALS)						
56	Hydrochloric Acid (35%)	Kg	9000	13500	13500	13500	13500
57	Caustic Soda (50%)	Kg	10000	15000	15000	15000	15000
58	Poly Aluminum Cloride	Kg	9000	13500	13500	13500	13500
59	Poly Acrylamide	Kg	1500	2250	2250	2250	2250
60	Hydrated Lime	Kg	20500	30750	30750	30750	30750
61	Calcium Chloride 50%	Kg	1733	2600	2600	2600	2600
62	Sodium Hydroxide 48%	Kg	13000	19500	19500	19500	19500
63	Sodium Hydroxide 50%	Kg	76080	114120	114120	114120	114120
64	Bentonite 10%	Kg	1667	2500	2500	2500	2500
65	Aluminum Sulfate 8%	Kg	883	1325	1325	1325	1325
66	Polymer	Kg	200	300	300	300	300
67	Kogen 101	Kg	10400	15600	15600	15600	15600
68	Kogen ABS-10	Kg	8000	12000	12000	12000	12000
69	Kogen 1805	Kg	52000	78000	78000	78000	78000

		PACKAGING MATERIAL						
	70	Plastic Pallet	PC	4000	6000	6000	6000	6000
	71	Plastic Top Frame	PC	4000	6000	6000	6000	6000
	72	Plastic Layer Pad	PC	90000	135000	135000	135000	135000
	73	Wooden Pallet	PC	2000	3000	3000	3000	3000
	74	Wooden Top Frame	PC	2000	3000	3000	3000	3000
	75	Paper Layer Pad	PC	45000	67500	67500	67500	67500
		OTHERS						
	76	Belt, Fitting	PC	67	100	100	100	100
	77	Gloves	PC	1800	2700	2700	2700	2700
	78	Mask	PC	333	500	500	500	500
	79	Allen Key	PC	200	300	300	300	300
	80	Oil Seal	PC	167	250	250	250	250
	81	Socket	PC	200	300	300	300	300
	82	Sulfaver	PC	67	100	100	100	100
	83	Ear Plug	PC	800	1200	1200	1200	1200
	84	Cutting Disc	PC	0.7	1	1	1	1
	85	Binder Agent	USG	537	805	805	805	805
	86	Filter	PC	667	1000	1000	1000	1000
	87	Valve	PC	133	200	200	200	200
	88	Cleaning Rag	PC	4400	6600	6600	6600	6600
	89	Cupper Rod	PC	33	50	50	50	50
	90	Elma Clean	PC	67	100	100	100	100
	91	Indicator Seal	PC	173	260	260	260	260
	92	Motorsilk Additive	KG	733	1100	1100	1100	1100
	93	Suction Cup	PC	537	806	806	806	806
	94	Loctite	PC	67	100	100	100	100
	95	SERIES 900 155MM	EA	13	20	20	20	20
	96	BEARING FAFNIR SAOL	EA	1.3	2	2	2	2
	97	GASKET FOR TRANTER	EA	1.3	2	2	2	2
	98	AIR WING	PC	7	10	10	10	10
	99	OVEN TENSION ROLLER	EA	0.7	1	1	1	1
	100	FLANGE BEARING	EA	2.7	4	4	4	4
	101	OVEN BELT DRIVE ROLLER	EA	0.7	1	1	1	1
	102	PILLOW BEARING	EA	2.7	4	4	4	4
3	A	**FE PURCHASE (PRICE)**						
	1	Aluminium	US$/MT	2700.00	2700.00	2700.00	2700.00	2700.00
	2	Easy Open End	US$/1000Pcs	17.00	17.00	17.00	17.00	17.00
		FRONT END						
	3	Mobil DTE 25	US$/Ltr	2.100	2.210	2.320	2.430	2.550
	4	Mobil 660 XP 150	US$/Ltr	2.230	2.340	2.460	2.580	2.710
	5	Houghton Coralube 2001AB	US$/Kg	2.800	2.940	3.090	3.240	3.400
	6	Henkel DTI C1-A	US$/Kg	4.760	5.000	5.250	5.510	5.790
	7	Henkel DTI SNL-3	US$/Kg	4.410	4.630	4.860	5.110	5.360
	8	Henkel DTI 361	US$/Kg	4.380	4.600	4.830	5.070	5.320
	9	Henkel DTI 461	US$/Kg	3.940	4.140	4.340	4.560	4.790
	10	Houghton Coralube 737BR	US$/Kg	5.200	5.460	5.730	6.020	6.320
	11	Biocide Triadine 10	US$/Kg	10.000	10.500	11.030	11.580	12.160

	BODYMAKER LUBRICANTS						
12	Mobil 600 XP 150	US$/Ltr	2.23	2.34	2.48	2.58	2.71
13	Mobil DTE oil light VG32 for clutch	US$/Ltr	2.88	3.020	3.180	3.330	3.500
14	Trimmer cam track Kluber Structoris BHD	US$/Ltr	51.98	54.580	57.310	60.170	63.180
	WASHER CHEMICALS						
15	Houghton Clene 101	US$/Kg	2.45	2.57	2.70	2.84	2.98
16	Henkel Ridoline 560	US$/Kg	1.35	1.42	1.49	1.56	1.64
17	Henkel CLL450	US$/Kg	1.35	1.42	1.49	1.56	1.64
18	Houghton ACC 2A	US$/Kg	1.66	1.74	1.83	1.92	2.02
19	Henkel Ridoline 120WN	US$/Kg	1.35	1.42	1.49	1.56	1.64
20	Henkel AC 45	US$/Kg	1.35	1.42	1.49	1.56	1.64
21	Houghton NC900	US$/Kg	1.41	1.48	1.55	1.63	1.71
22	Henkel Alodine 405R	US$/Kg	1.35	1.42	1.49	1.56	1.64
23	Henkel Alodine 4050	US$/Kg	1.35	1.42	1.49	1.56	1.64
24	Henkel CTN405	US$/Kg	1.35	1.42	1.49	1.56	1.64
	DECORATOR & BASE COATER						
25	Printing Ink	US$/Kg	15.38	16.15	16.96	17.80	18.69
26	Superwash 100	US$/Ltr	1.80	1.89	1.98	2.08	2.19
27	Butyl Cellosolve	US$/Kg	1.60	1.680	1.760	1.850	1.940
28	Methyl Ethyl Ketone	US$/Ltr	35.41	37.180	39.040	40.990	43.040
29	Washing Solvent	US$/Ltr	1.80	1.89	1.98	2.08	2.19
30	Autowash	US$/Ltr	1.80	1.89	1.98	2.08	2.19
31	Aquaprime 101-243	US$/Kg	1.85	1.94	2.04	2.14	2.25
32	Aquaprime 250-251	US$/Kg	3.35	3.520	3.690	3.880	4.070
33	Borrom Rim Varnish Aquaprime 176-246	US$/Kg	2.25	2.360	2.480	2.600	2.730
34	White Basecoat Aquaprime 200-586	US$/Kg	2.80	2.940	3.090	3.240	3.400
35	Pin Chain Lube Kluber NH1CH2-220	US$/Ltr	53.49	56.16	58.97	61.92	65.02
36	Linear Bearing Grease Mobil SHC 222	US$/Kg	15.56	16.34	17.15	18.01	18.91
37	Hi Temp Grease Mobil XHP 222	US$/Kg	5.07	5.32	5.59	5.87	6.16
38	Mobil EP2 General Grease	US$/Kg	4.38	4.600	4.830	5.070	5.320
39	Mobil Gear 634	US$/Ltr	14.85	15.59	16.37	17.19	18.05
40	Printing Plates 175x305 thickness 0.83 Miraclon S	US$/EA	7.85	8.24	8.65	9.09	9.54
41	Printing Blankets 125x290x1.95mm size 330ml	US$/EA	5.53	5.81	6.10	6.40	6.72
42	Printing Blankets 170x290x1.95mm 330ml Sleek	US$/EA	6.64	6.97	7.32	7.69	8.07
43	Film	US$/Set	353.09	370.740	389.280	408.750	429.180
	BACK END						
44	Vitalizer Oil 1 pint 900214E Nordson	US$/EA	30.20	31.71	33.30	34.96	36.71
45	Internal Lacquer 46900SV	US$/Kg	1.14	1.20	1.26	1.32	1.39
46	UV Ink Dot LSM	US$/EA	41.61	43.69	45.88	48.17	50.58
47	Petrolatum Jelly	US$/Kg	2.00	2.10	2.21	2.32	2.43
48	Mobil Gear Glygoyle HE220	US$/Ltr	12.93	13.58	14.26	14.97	15.72
49	Type T Fluid 140029D for DR Pump(CMB)	US$/EA	26.37	29.79	31.28	32.84	34.48
50	Neck Lube PE837	US$/LB	3.30	3.47	3.64	3.82	4.01
51	Mobil Gear 600xP320	US$/Ltr	2.37	2.49	2.61	2.74	2.88
52	Mobil Gear 630	US$/Ltr	2.37	2.49	2.61	2.74	2.88
53	Mobil EP2 General Grease	US$/Kg	4.38	4.600	4.830	5.070	5.320
54	Stretch Flim	US$/Rolls	32.09	33.69	35.38	37.15	39.01
55	Pallet Strapping	US$/Rolls	31.54	33.12	34.77	36.51	38.34

	WASTE WATER TRATMENT PLANT(REQUIRED MATERIALS)						
56	Hydrochloric Acid (35%)	US$/Kg	0.40	0.42	0.44	0.46	0.49
57	Caustic Soda (50%)	US$/Kg	0.67	0.700	0.740	0.780	0.810
58	Poly Aluminum Cloride	US$/Kg	0.80	0.840	0.880	0.930	0.970
59	Poly Acrylamide	US$/Kg	5.00	5.25	5.51	5.79	6.08
60	Hydrated Lime	US$/Kg	0.40	0.42	0.44	0.46	0.49
61	Calcium Chloride 50%	US$/Kg	0.41	0.43	0.45	0.47	0.50
62	Sodium Hydroxide 48%	US$/Kg	0.61	0.640	0.670	0.710	0.740
63	Sodium Hydroxide 50%	US$/Kg	0.25	0.260	0.280	0.290	0.300
64	Bentonite 10%	US$/Kg	0.23	0.240	0.250	0.270	0.280
65	Aluminum Sulfate 8%	US$/Kg	0.25	0.260	0.280	0.290	0.300
66	Polymer	US$/Kg	5.42	5.69	5.98	6.27	6.59
67	Kogen 101	US$/Kg	0.47	0.49	0.52	0.54	0.57
68	Kogen ABS-10	US$/Ltr	0.60	0.63	0.66	0.69	0.73
69	Kogen 1805	US$/Kg	0.87	0.91	0.96	1.01	1.06
	PACKAGING MATERIAL						
70	Plastic Pallet	US$/PC	50.00	52.50	55.13	57.88	60.78
71	Plastic Top Frame	US$/PC	10.00	10.50	11.03	11.58	12.16
72	Plastic Layer Pad	US$/PC	4.00	4.200	4.410	4.630	4.860
73	Wooden Pallet	US$/PC	15.00	15.750	16.540	17.360	18.230
74	Wooden Top Frame	US$/PC	4.00	4.20	4.41	4.63	4.86
75	Paper Layer Pad	US$/PC	0.45	0.47	0.50	0.52	0.55
	OTHERS						
76	Belt, Fitting	US$/PC	67.86	71.25	74.82	78.56	82.48
77	Gloves	US$/PC	5.04	5.29	5.56	5.83	6.13
78	Mask	US$/PC	3.01	3.16	3.32	3.48	3.66
79	Allen Key	US$/PC	2.19	2.30	2.41	2.54	2.66
80	Oil Seal	US$/PC	9.97	10.47	10.99	11.54	12.12
81	Socket	US$/PC	6.60	6.93	7.28	7.64	8.02
82	Sulfaver	US$/PC	31.31	32.88	34.52	36.25	38.06
83	Ear Plug	US$/PC	2.02	2.12	2.23	2.34	2.46
84	Cutting Disc	US$/PC	794.00	833.70	875.39	919.15	965.11
85	Binder Agent	US$/Kg	15.01	15.76	16.55	17.38	18.24
86	Filter	US$/PC	13.03	13.68	14.37	15.08	15.84
87	Valve	US$/PC	6.11	6.42	6.74	7.07	7.43
88	Cleaning Rag	US$/PC	1.01	1.06	1.11	1.17	1.23
89	Cupper Rod	US$/PC	21.82	22.91	24.06	25.26	26.52
90	Elma Clean	US$/PC	9.64	10.12	10.63	11.16	11.72
91	Indicator Seal	US$/PC	10.00	10.50	11.03	11.58	12.16
92	Motorsilk Additive	US$/PC	29.52	31.00	32.55	34.17	35.88
93	Suction Cup	US$/PC	1.00	1.05	1.10	1.16	1.22
94	Loctite	US$/PC	14.11	14.82	15.56	16.33	17.15
95	SERIES 900 155MM	US$ /EA	63.94	67.14	70.49	74.02	77.72
96	BEARING FAFNIR SAOL	US$ /EA	2901.00	3046.05	3198.35	3358.27	3526.18
97	GASKET FOR TRANTER	US$ /EA	1846.00	1938.30	2035.22	2136.98	2243.82
98	AIR WING	US$ /EA	175.00	183.75	192.94	202.58	212.71
99	OVEN TENSION ROLLER	US$ /EA	3413.00	3583.65	3762.83	3950.97	4148.52
100	FLANGE BEARING	US$ /EA	138.00	144.90	152.15	159.75	167.74
101	OVEN BELT DRIVE ROLLER	US$ /EA	3584.00	3763.20	3951.36	4148.93	4356.37
102	PILLOW BEARING	US$ /EA	361.00	379.05	398.00	417.90	438.80

PROPOSAL FORM (1) RE-ITEM 9(d)(i)(ii)

GOODS TO BE PRODUCED — Exhibit No. (V)

Sr.No		Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5-20
1	A	NORMAL PRODUCTION						
	1	Cans Product	Tons	4110	6200	6200	6200	6200
	2	Scrap Metal	Tons	1090	1600	1600	1600	1600
	B	CONTRACT MANUFACTURING PROCESS						
		Cans Product	Tons			1000	1000	1000
			Tons	5200	7800	8800	8800	8800
2	A	EXPORT SALE (Qty)						
	1	Cans Product	Tons	411	620	620	620	620
	2	Scrap Metal	Tons	872	1280	1280	1280	1280
	B	LOCAL SALE IN US$(QTY)						
	1	Cans Product	Tons	3699	5580	5580	5580	5580
	2	Scrap Metal	Tons	218	320	320	320	320
	C	CONTRACT MANUFACTURING PROCESS (QTY)						
	1	Cans Product	Tons			1000	1000	1000
3	A	EXPORT SALE (PRICE)						
	1	Cans Product	US$/Ton	6750.00	7100.00	7450.00	7800.00	8150.00
	2	Scrap Metal	US$/Ton	1400.00	1470.00	1540.00	1610.00	1680.00
	B	LOCAL SALE IN US$(PRICE)						
	1	Cans Product	US$/Ton	6650.00	7000.00	7350.00	7700.00	8050.00
	2	Scrap Metal	US$/Ton	1300.00	1365.00	1430.00	1495.00	1560.00
	C	CONTRACT MANUFACTURING PROCESS (PRICE)						
	1	Cans Product	US$/Ton			550	575	600
4	A	EXPORT SALE IN US$(VALUE)						
	1	Cans Product	US$ MM	2.77425	4.40200	4.61900	4.83600	5.05300
	2	Scrap Metal	US$ MM	1.22080	1.88160	1.97120	2.06080	2.15040
	3	Contract Manufacturing Process Income	US$ MM			0.55000	0.57500	0.60000
		TOTAL EXPORT SALE IN US$	US$ MM	3.99505	6.28360	7.14020	7.47180	7.80340
	B	LOCAL SALE IN US$(VALUE)						
	1	Cans Product	US$ MM	24.59835	39.06000	41.01300	42.96600	44.91900
	2	Scrap Metal	US$ MM	0.28340	0.43680	0.45760	0.47840	0.49920
		TOTAL LOCAL SALE IN US$	US$ MM	24.88175	39.49680	41.47060	43.44440	45.41820
		TOTAL SALE IN US$	US$ MM	28.87680	45.78040	48.61080	50.91620	53.22160
5		TOTAL EQUIVALENT IN KYAT	Ks MM	34,074.62	54,020.87	57,360.74	60,081.12	62,801.49

Note: (1) Exchange Rate 1 US$ = Kyat 1180

PROPOSAL FORM (1) RE-ITEM 12 (a,b,c)

AMOUNT OF WORKING CAPITAL REQUIREMENT & CASH FLOW STATEMENT

(Kyats in Million) Exhibit No. (VI) Sheet No. 1

Sr.N		Particulars	Year Construct	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1		2	3	4	5	6	7	8	9	10	11	12
1		**CASH IN FLOW**										
	1	Local Equity In Land Rental Fee in US$ 5000000	5900.00									
	2	Local Loan for Utilities & Infrastructure US$ 7500000	8850.00									
	3	Foreign Equity In Cash US$ 1000000	1180.00									
	4	Foreign Equity In Materials US$ 1050000	1239.00									
	5	Foreign Loan In Materials US$ 4670000	5510.60									
	6	Foreign Equity In Building US$ 9000000	10620.00									
	7	Foreign Equity In Machines US$ 3950000	4661.00									
	8	Foreign Loan In Machines US$ 29330000	34609.40									
	9	Profit (Loss) after Tax		-2703.11	1831.350	4825.825	7276.528	9831.456	7656.792	7726.913	8690.070	8690.070
	10	Depreciation		2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52
			72570.00	-208.59	4325.87	7320.35	9771.048	12325.976	10151.312	10221.433	11184.59	11184.59
2		**CASH OUT FLOW**										
	1	Machineries and Equipments	4661.00									
	2	Building	10620.00									
	3	Raw Materials	1239.00									
	4	Land Rental Fee	5900.00									
	5	Loan Repayment for US$			4720.00	6490.00	9440.00	9440.00	9440.00	9440.00		
			22420.00	0	4720	6490.00	9440	9440.000	9440.000	9440.000	0.000	0.000
3		Net Cash Flow	50150.00	-208.59	-394.1303	830.345	331.048	2885.976	711.312	10221.433	11184.59	11184.59
4		Opening Balance	0	50150	49941.41	49547.28	50377.625	50708.673	53594.649	54305.961	64527.394	75711.984
5		Closing Balance	50150.00	49941.41	49547.28	50377.625	50708.673	53594.649	54305.961	64527.394	75711.984	86896.574

Note: (1) Exchange Rate 1 US$ = Kyat 1180

PROPOSAL FORM (1) RE-ITEM 12 (a,b,c)

AMOUNT OF WORKING CAPITAL REQUIREMENT & CASH FLOW STATEMENT

(Kyats in Million) Exhibit No. (VI) Sheet No. 2

Particulars	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
	13	14	15	16	17	18	19	20	21	22	23
CASH IN FLOW											
Profit (Loss) after Tax	8690.070	8690.070	8690.070	8690.070	8690.070	8690.07	8690.07	8690.07	8690.07	8690.07	8690.07
Depreciation	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52
	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59
CASH OUT FLOW											
	0.000	0.000	0.000	0.000	0	0	0	0	0	0	0
Net Cash Flow	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59
Opening Balance	86896.574	98081.164	109265.75	120450.34	131634.93	142819.52	154004.1	165188.7	176373.29	187557.88	198742.47
Closing Balance	98081.16	109265.75	120450.34	131634.934	142819.52	154004.11	165188.7	176373.3	187557.88	198742.47	209927.06

Note: (1) Exchange Rate 1 US$ = Kyat 1180

EXHIBIT NO. VII

PROPOSAL FORM (1) RE-ITEM 11(a), (b)
LIST OF PERSONNEL REQUIREMENT

	Description	Year 1			Year 2			Year 3			Year 4			Year 5 to 20		
		No.of Employee	Monthly Salary in Kyat	Yearly Salary in Kyat	No.of Employee	Monthly Salary in Kyat	Yearly Salary in Kyat	No.of Employee	Monthly Salary in Kyat	Yearly Salary in Kyat	No.of Employee	Monthly Salary in Kyat	Yearly Salary in Kyat	No.of Employee	Monthly Salary in Kyat	Yearly Salary in Kyat
A	**LOCAL PERSONNEL**															
1	General Manager	1	1000000	12000000	1	1050000	12600000	1	1100000	13200000	1	1150000	13800000	1	1200000	14400000
2	HR Manager	1	800000	9600000	1	840000	10080000	1	880000	10560000	1	920000	11040000	1	960000	11520000
3	Administrative Manager	1	700000	8400000	1	735000	8820000	1	770000	9240000	1	805000	9660000	1	840000	10080000
4	Financial Manager	1	700000	8400000	1	735000	8820000	1	770000	9240000	1	805000	9660000	1	840000	10080000
5	Accountant	3	450000	16200000	3	472500	17010000	3	495000	17820000	3	517500	18630000	3	540000	19440000
6	Production Supervisor	3	350000	12600000	3	367500	13230000	3	385000	13860000	3	402500	14490000	3	420000	15120000
7	Office Staff	7	200000	16800000	7	210000	17640000	7	220000	18480000	7	230000	19320000	7	240000	20160000
8	Engineer	4	500000	24000000	4	525000	25200000	4	550000	26400000	4	575000	27600000	4	600000	28800000
9	Assistant Engineer	6	300000	21600000	6	315000	22680000	6	330000	23760000	6	345000	24840000	6	360000	25920000
10	Supervisor	8	250000	24000000	8	262500	25200000	8	275000	26400000	8	287500	27600000	8	300000	28800000
11	Skill Workers	80	200000	192000000	80	210000	201600000	80	220000	211200000	80	230000	220800000	80	240000	230400000
12	Semi-skilled Workers	40	150000	72000000	40	157500	75600000	40	165000	79200000	40	172500	82800000	40	180000	86400000
13	Unskilled Workers	30	120000	43200000	30	126000	45360000	30	132000	47520000	30	138000	49680000	30	140000	50400000
14	Driver	20	150000	36000000	20	157500	37800000	20	165000	39600000	20	172500	41400000	20	180000	43200000
15	Guard Man	6	120000	8640000	6	126000	9072000	6	132000	9504000	6	138000	9936000	6	140000	10080000
SUB-TOTAL		211		505440000	211		530712000	211		555984000	211		581256000	211		604800000
			IN US$	IN US$		IN US$	IN US$		IN US$	IN US$		IN US$	IN US$		IN US$	IN US$
B	**FOREIGN EXPERTS & TECHNICIANS**															
1	General Manager	1	5000	60000	1	5250	63000	1	5500	66000	1	5750	69000	1	6000	72000
2	Manager	3	3500	126000	3	3675	132300	3	3850	138600	3	4025	144900	3	4200	151200
3	Technician	6	3000	216000	6	3150	226800	6	3300	237600	6	3450	248400	6	3600	259200
SUB-TOTAL IN US$		10		402000	10		422100	10		442200	10		462300	10		482400
Equivalent in Kyats				474360000			498078000			521796000			545514000			569232000
TOTAL		221		979800000	221		1028790000	221		1077780000	221		1126770000	221		1174032000

Note: Exchange Rate : : 1US$ equivalent in Kyat 1180.

PROPOSAL FORM (1) RE-ITEM 12 (a), (b), (c)

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT AND LOSS BUDGET IN MILLION (MM)

Exhibit No. VIII Sheet No. 1

Sr No		Particulars	Year 1			Year 2			Year 3			Year 4			Year 5			Year 6			Year 7		
			US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks
1		SALE INCOME																					
	1	Export Sale Income	3.99505		4714.159	6.28360		7414.648	7.1402		8425.436	7.4718		8816.724	7.8034		9208.012	7.8034		9208.012	7.8034		9208.012
	2	Local Sale Income	24.8818	0	29360.47	39.4968	0	46606.224	41.4706	0	48935.31	43.4444	0	51264.39	45.4182	0	53593.48	45.4182	0	53593.48	45.4182	0	53593.476
		Sub-Total	28.8768	0	34074.62	45.7804	0	54020.872	48.6108	0	57360.74	50.9162	0	60081.12	53.2216	0	62801.49	53.2216	0	62801.49	53.2216	0	62801.49
2		COST OF PRODUCTS																					
	1	Raw Material	22.6004	0	26668.47	34.0317	0	40157.41	34.1721	0	40323.08	34.3162	0	40493.12	34.4692	0	40673.66	34.4692	0	40673.66	34.4692	0	40673.66
	2	Processing Cost	0	1600	1600	0	1680	1680	0	1760	1760	0	1840	1840	0	1920	1920	0	1920	1920	0	1920	1920
		Sub-Total	22.6004	1600	28268.47	34.0317	1680	41837.406	34.1721	1760	42083.08	34.316	1840	42333.12	34.4692	1920	42593.66	34.4692	1920	42593.66	34.4692	1920	42593.656
3		GROSS PROFIT	6.2764	-1600	5806.152	11.7487	-1680	12183.466	14.4387	-1760	15277.67	16.6	-1840	17748	18.7524	-1920	20207.83	18.7524	-1920	20207.83	18.7524	-1920	20207.832
4		EXPENDITURES																					
	1	Salary & Wages	0.402	505.44	979.80	0.422	530.712	1028.67	0.442	555.984	1077.54	0.462	581.256	1126.42	0.482	604.80	1173.56	0.482	604.80	1173.56	0.482	604.80	1173.56
	2	Power (Electricity & Gas)	0	90	90.00	0	150	150.00	0	155	155.00	0	160	160.00	0	165	165.00	0	165	165.00	0	165	165.00
	3	Selling Expenses	0.1	70	188.00	0.105	100	223.90	0.11	105	234.80	0.115	110	245.70	0.12	115	256.60	0.12	115	256.60	0.12	115	256.60
	4	Repair & Maintenance	0.25	50	345.00	0.4	70	542.00	0.42	75	570.60	0.44	80	599.20	0.46	85	627.80	0.46	85	627.80	0.46	85	627.80
	5	Other Expenditures	0.3	120	474.00	0.52	200	813.60	0.54	205	842.20	0.56	210	870.80	0.58	220	904.40	0.58	220	904.40	0.58	220	904.40
	6	Loan Interest	1.66	0	1958.80	1.66	0	1958.80	1.5	0	1770.00	1.28	0	1510.40	0.96	0	1132.80	0.64	0	755.20	0.32	0	377.60
	7	Commercial Tax	1.24409	0	1468.02	1.97484	0	2330.31	2.07353	0	2446.77	2.1722	0	2563.22	2.27091	0	2679.67	2.27091	0	2679.67	2.27091	0	2679.67
	8	Depreciation	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52
	9	Technical Fee	0.28877	0	340.75	0.4578	0	540.21	0.48611	0	573.61	0.5092	0	600.81	0.53222	0	628.01	0.53222	0	628.01	0.53222	0	628.01
	10	Consultancy Fee	0.14438	0	170.37	0.2289	0	270.10	0.24305	0	286.80	0.2546	0	300.41	0.26611	0	314.01	0.26611	0	314.01	0.26611	0	314.01
		Sub-Total	6.50324	835.44	8509.263	7.88255	1050.712	10352.116	7.92869	1095.984	10451.84	7.907	1141.256	10471.47	7.78523	1189.8	10376.38	7.46523	1189.8	9998.776	7.14523	1189.8	9621.1761
5		PROFIT BEFORE TA	-0.2268	-2435.44	-2703.11	3.86615	-2730.71	1831.3497	6.51001	-2855.984	4825.825	8.693	-2981.26	7276.528	10.9672	-3109.8	9831.456	11.2872	-3109.8	10209.06	11.6072	-3109.8	10586.656
6		Income Tax	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0	2.163	0	2552.264	2.243	0	2859.7428
7		PROFIT AFTER TAX	-0.2268	-2435.44	-2703.11	3.86615	-2730.71	1831.3497	6.51001	-2855.984	4825.825	8.693	-2981.26	7276.528	10.9672	-3109.8	9831.456	9.12423	-3109.8	7656.792	9.36423	-3109.8	7726.913
8		CSR Contribution 2%	0	0	0	-	-	36.626994	-	-	96.51651			145.5306			196.6291			153.1358			154.53826

Note: (1) Exchange Rate 1 US $ = Kyat 1180 (2) Depreciation calculated for the Building is 5% and the Machineries is 5% by the straight line method.(3) Loan Interest Rate is 4%

(4) CSR (Corporate Social Responsibility) Fund contribution is 2% of Net Profit. (5) Royalty Fee and Services Fee are included in Technical Fee and Consultancy Fee.

PROPOSAL FORM (1) RE-ITEM 12 (a), (b), (c)

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

PROFIT AND LOSS BUDGET IN MILLION (MM)

Exhibit No. VIII Sheet No. 2

Sr		Particulars	Year 8			Year 9			Year 10			Year 11			Year 12			Year 13 to 15			Year 16 to 20		
No			US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks	US$	Kyat	Equ.Ks
1		SALE INCOME																					
	1	Export Sale Income	7.8034		9208.012	7.8034		9208.012	7.8034		9208.012	7.8034		9208.012	7.8034		9208.012	7.8034		9208.012	7.8034		9208.012
	2	Local Sale Income	45.4182	0	53593.48	45.4182		53593.48	45.4182		53593.48	45.418		53593.48	45.418		53593.48	45.4182		53593.48	45.418		53593.48
		Sub-Total	53.2216	0	62801.49	53.2216	0	62801.49	53.2216	0	62801.49	53.2216	0	62801.49	53.2216	0	62801.49	53.2216	0	62801.49	53.2216	0	62801.49
2		COST OF PRODUCTS																					
	1	Raw Material	34.469	0	40673.66	34.469	0	40673.66	34.469	0	40673.66	34.469	0	40673.66	34.469	0	40673.66	34.469	0	40673.66	34.469	0	40673.66
	2	Processing Cost	0	1920	1920	0	1920	1920	0	1920	1920	0	1920	1920	0	1920	1920	0	1920	1920	0	1920	1920
		Sub-Total	34.4692	1920	42593.66	34.4692	1920	42593.66	34.4692	1920	42593.66	34.469	1920	42593.66	34.469	1920	42593.66	34.4692	1920	42593.66	34.469	1920	42593.66
3		GROSS PROFIT	18.7524	-1920	20207.83	18.7524	-1920	20207.8	18.7524	-1920	20207.83	18.752	-1920	20207.83	18.752	-1920	20207.83	18.7524	-1920	20207.83	18.752	-1920	20207.83
4		EXPENDITURES																					
	1	Salary & Wages	0.482	604.80	1173.56	0.482	604.80	1173.56	0.482	604.80	1173.56	0.482	604.80	1173.56	0.482	604.80	1173.56	0.482	604.80	1173.56	0.482	604.80	1173.56
	2	Power & Electricity	0	165	165	0	165	165	0	165	165	0	165	165	0	165	165	0	165	165	0	165	165
	3	Selling Expenses	0.12	115	256.6	0.12	115	256.6	0.12	115	256.6	0.12	115	256.6	0.12	115	256.6	0.12	115	256.6	0.12	115	256.6
	4	Repair & Maintenance	0.46	85	627.8	0.46	85	627.8	0.46	85	627.8	0.46	85	627.8	0.46	85	627.8	0.46	85	627.8	0.46	85	627.8
	5	Other Expenditures	0.58	220	904.4	0.58	220	904.4	0.58	220	904.4	0.58	220	904.4	0.58	220	904.4	0.58	220	904.4	0.58	220	904.4
	6	Loan Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7	Commercial Tax	2.27091	0	2679.674	2.27091	0	2679.674	2.27091	0	2679.674	2.2709	0	2679.674	2.2709	0	2679.674	2.27091	0	2679.674	2.2709	0	2679.674
	8	Depreciation	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52	2.114	0	2494.52
	9	Technical Fee	0.53222	0	628.01	0.53222	0	628.01	0.53222	0	628.01	0.5322	0	628.01	0.5322	0	628.01	0.53222	0	628.01	0.5322	0	628.01
	10	Consultancy Fee	0.26611	0	314.01	0.26611	0	314.01	0.26611	0	314.01	0.2661	0	314.01	0.2661	0	314.01	0.26611	0	314.01	0.2661	0	314.01
		Sub-Total	6.02691	1189.8	8301.554	6.02691	1189.8	8301.554	6.02691	1189.8	8301.554	6.0269	1189.8	8301.554	6.0269	1189.8	8301.554	6.02691	1189.8	8301.554	6.0269	1189.8	8301.554
5		PROFIT BEFORE TAX	12.7255	-3109.8	11906.28	12.7255	-3109.8	11906.28	12.7255	-3109.8	11906.28	12.725	-3109.8	11906.28	12.725	-3109.8	11906.28	12.725	-3109.8	11906.28	12.725	-3109.8	11906.28
6		Income Tax	2.523	0	3216.209	2.523	0	3216.209	2.523	0	3216.209	2.523	0	3216.209	2.523	0	3216.209	2.523	0	3216.209	2.523	0	3216.209
7		PROFIT AFTER TAX	10.203	-3109.8	8690.07	10.203	-3109.8	8690.070	10.203	-3109.8	8690.070	10.203	-3109.8	8690.07	10.203	-3109.8	8690.07	10.203	-3109.8	8690.07	10.203	-3109.8	8690.07
8		CSR Contribution 2%			173.8014			173.8014			173.8014			173.8014			173.8014			173.8014			173.8014

Note: (1) Exchange Rate 1 US $ = Kyat 1180 (2) Depreciation calculated for the Building is 5% and the Machineries is 5% by the straight line method.(3) Loan Interest Rate is 4%
(4) CSR (Corporate Social Responsibility) Fund contribution is 2% of Net Profit. (5) Royalty Fee and Services Fee are included in Technical Fee and Consultancy Fee.

PROPOSAL FORM (1) RE-ITEM 12(d)

INVESTMENTS / CAPITAL COST

(Kyat & US$ in Million) Exhibit No. (IX)

Sr. No.		Particulars	TOTAL						
			EQUITY		LOAN		TOTAL		
			IN US$	KYAT	IN US$	KYAT	IN US$	KYAT	Equivalent in Kyat
1		2	3	4	5	6	7	8	9
1		**Investment Type**							
	A	LOCAL CAPITAL (PARTY A)							
	1	Utilities & Infrastructure	0.00		7.50	0.00	7.50	0.00	8850.00
	2	Land Rental Fee	5.00	0.00	0.00	0.00	5.00	0.00	5900.00
		TOTAL OF LOCAL CAPITAL	5.00	0.00	7.50	0.00	12.50	0.00	14750.00
	B	FOREIGN CAPITAL(PARTY B)							
	1	In Cash	1.00	0	0.00	0	1.00	0	1180.00
	2	In Building Construction Materials	9.00	0	0	0	9.00	0	10620.00
	3	Machinery & Equipment	3.95	0	29.33	0	33.28	0	39270.40
	4	Raw Materials	1.05	0	4.67	0	5.72	0	6749.60
		TOTAL OF FOREIGN CAPITAL	15.00	0	34.00	0	49.00	0	57820.00
		TOTAL CAPITAL	20.00	0.00	41.50	0.00	61.50	0.00	72570.00

Note: (1) Exchange Rate 1 US$ = Kyats 1180.

PROPOSAL FORM (1) RE-ITEM 12(e)

RECOUPMENT PERIOD

(Kyats in Million) Exhibit No. (X) Sheet No. 1

Sr.N		Particulars	Year Construct	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
1		2	3	4	5	6	7	8	9	10	11	12
1		CASH IN FLOW										
	1	Profit (Loss) after Tax		-2703.11	1831.350	4825.825	7276.528	9831.456	7656.792	7726.913	8690.070	8690.070
	2	Depreciation		2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52
				-208.59	4325.87	7320.345	9771.048	12325.976	10151.312	10221.433	11184.59	11184.59
2		INVESTMENT										
	1	Equity In Land Rental in US$ 5000000	5900.000									
	2	Utilities & Infrastructure in US$ 7500000	8850.000									
	3	Equity In Cash US$ 1000000	1180.000									
	4	In Building in US$ 9000000	10620.000									
	5	In Raw Materials US$ 5720000	6749.600									
	6	In Machines US$ 33280000	39270.400									
			72570.000	0	0	0.00	0	0	0	0	0	0
3		Net Cash Flow	-72570.000	-208.59	4325.87	7320.345	9771.048	12325.976	10151.312	10221.433	11184.59	11184.59
4		Opening Balance	-	-72570.000	-72778.590	-68452.7203	-61132.3753	-51361.33	-39035.35	-28884.04	-18662.61	-7478.016
5		Closing Balance	-72570.000	-72778.590	-68452.7203	-61132.3753	-51361.3273	-39035.35	-28884.04	-18662.61	-7478.016	3706.574

Note: : (1) Pay back (or) Recoupment period is 8 Years and 8.02 Months.

Note: (1) Exchange Rate 1 US$ = Kyat 1180

	Kyats	Periods
Year 1 to 8	-7478.016	8 Years
Year 9 (7478.0163/11184.59)* 12 Months	7478.016	8.02 Months
	0	8 Years and 8.02 Months

PROPOSAL FORM (1) RE-ITEM 12(e)

RECOUPMENT PERIOD

(Kyats in Million) Exhibit No. (X) Sheet No. 2

Particulars	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
2	13	14	15	16	17	18	19	20	21	22	23
CASH IN FLOW											
Profit (Loss) after Tax	8690.070	8690.070	8690.070	8690.070	8690.070	8690.07	8690.07	8690.07	8690.07	8690.07	8690.07
Depreciation	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52	2494.52
	11184.59	11184.59	11184.59	11213.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59
INVESTMENT											
	0	0	0	0	0	0	0	0	0	0	0
Net Cash Flow	11184.59	11184.59	11184.59	11213.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59	11184.59
Opening Balance	3706.574	14891.1637	26075.7537	37260.3437	48473.934	59658.524	70843.11	82027.7	93212.294	104396.88	115581.47
Closing Balance	14891.164	26075.7537	37260.3437	48473.9337	59658.524	70843.114	82027.7	93212.29	104396.88	115581.47	126766.06

PROPOSAL FORM (1) RE-ITEM 12 (g) (IN MILLION)

INTERNAL RATE OF RETURN Exhibit No. XI

YEAR	INVESTMENT	NET PROFIT	DEPRECIATION	TOTAL	CASH FLOW	DCF		DCF		DCF	
	(CASH OUT FLOW)			CASH IN FLOW		DF 5%	DCF	15%	DCF	25%	DCF
C Year	72570.000	0.000	0.000	-72570.000	-72570.000	0.9524	-69115.668	0.7561	-54870.177	0.8000	-58056.000
1		-2703.110	2494.520	-208.590	-208.590	0.9071	-189.212	0.6575	-137.148	0.6400	-133.498
2		1831.350	2494.520	4325.870	4325.870	0.8639	3737.119	0.5717	2473.100	0.5120	2214.845
3		4825.825	2494.520	7320.345	7320.345	0.8228	6023.180	0.4972	3639.676	0.4096	2998.413
4		7276.528	2494.520	9771.048	9771.048	0.7837	7657.570	0.4323	4224.024	0.3277	3201.972
5		9831.456	2494.520	12325.976	12325.976	0.7464	9200.108	0.3759	4633.334	0.2621	3230.638
6		7656.792	2494.520	10151.312	10151.312	0.7109	7216.568	0.3269	3318.464	0.2097	2128.730
7		7726.913	2494.520	10221.433	10221.433	0.6771	6920.932	0.2843	2905.953	0.1678	1715.156
8		8690.070	2494.520	11184.590	11184.590	0.6449	7212.942	0.2472	2764.831	0.1342	1500.972
9		8690.070	2494.520	11184.590	11184.590	0.6142	6869.575	0.2149	2403.568	0.1074	1201.225
10		8690.070	2494.520	11184.590	11184.590	0.5850	6542.985	0.1869	2090.400	0.0859	960.756
11		8690.070	2494.520	11184.590	11184.590	0.5572	6232.054	0.1625	1817.496	0.0687	768.381
12		8690.070	2494.520	11184.590	11184.590	0.5307	5935.662	0.1413	1580.383	0.0549	614.034
13		8690.070	2494.520	11184.590	11184.590	0.5055	5653.810	0.1228	1373.468	0.0439	491.004
14		8690.070	2494.520	11184.590	11184.590	0.4815	5385.380	0.1069	1195.633	0.0351	392.579
15		8690.070	2494.520	11184.590	11184.590	0.4586	5129.253	0.0929	1039.048	0.0281	314.287
16		8690.070	2494.520	11184.590	11184.590	0.4368	4885.429	0.0808	903.715	0.0225	251.653
17		8690.070	2494.520	11184.590	11184.590	0.4168	4661.737	0.0703	786.277	0.0180	201.323
18		8690.070	2494.520	11184.590	11184.590	0.3962	4431.335	0.0611	683.378	0.0144	161.058
19		8690.070	2494.520	11184.590	11184.590	0.3774	4221.064	0.0531	593.902	0.0115	128.623
20		8690.070	2494.520	11184.590	11184.590	0.3595	4020.860	0.0531	593.902	0.0092	102.898
TOTAL	72570.000	149416.664	49890.400	126737.064	126737.064		42632.684		-15986.774		-35610.949

INTERNAL RATE OF RETURN $$= 5 + 10 * (42632.684/58619.458)$$

$$= 5 + 7.27$$

IRR $$= 12.27\ \%$$

PROPOSAL FORM (1) RE-ITEM 12(g)

FOREIGN EXCHANGE SAVINGS & LOCAL KYAT SAVINGS

Exhibit No. XII

PARTICULARS	UNIT	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14 to 20
Income in US$	US$ MM	28.8768	45.7804	48.6108	50.9162	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216
Equivalent in Kyats	Ks MM	34074.6	54020.9	57360.74	60081.12	62801.49	62801.49	62801.49	62801.49	62801.49	62801.49	62801.49	62801.49	62801.488	62801.49
Local Income in Kyats	Ks MM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income in Kyats	Ks MM	34074.6	54020.9	57360.74	60081.12	62801.49	62801.49	62801.49	62801.49	62801.49	62801.49	62801.49	62801.49	62801.488	62801.49
Foreign Exchange Savings															
Earning in US$	US$ MM	28.8768	45.7804	48.6108	50.9162	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216	53.2216
Cost of Products in FE	US$ MM	22.6004	34.0317	34.1721	34.316	34.4692	34.4692	34.4692	34.4692	34.4692	34.4692	34.4692	34.4692	34.4692	34.4692
Expenditures in FE	US$ MM	4.38924	5.76855	5.81469	5.7930	5.67123	5.35123	7.51423	7.27423	6.43591	6.43591	6.43591	6.43591	6.43591	6.43591
Loan Repayment	US$ MM		4.0000	5.5000	8.0000	8.0000	8.0000	8.0000							
Total Expenditure in FE	US$ MM	26.9896	43.8003	45.48679	48.109	48.14043	47.82043	49.98343	41.74343	40.90511	40.90511	40.90511	40.90511	40.90511	40.90511
FE Net Savings	US$ MM	**1.88716**	**1.98015**	**3.12401**	**2.8072**	**5.08117**	**5.40117**	**3.23817**	**11.47817**	**12.31649**	**12.31649**	**12.31649**	**12.31649**	12.31649	12.31649
Equivalent in Kyat	Ks MM	**2226.85**	**2336.58**	**3686.33**	**3312.50**	**5995.78**	**6373.38**	**3821.04**	**13544.24**	**14533.46**	**14533.46**	**14533.46**	**14533.46**	**14533.46**	14533.46
Local Kyats Savings															
Local Income in Kyats	Ks MM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Income in Kyats	Ks MM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cost of Products in Kyat	Ks MM	1600	1680	1760	1840	1920	1920	1920	1920	1920	1920	1920	1920	1920	1920
Expenditure in Kyat	Ks MM	835.44	1050.71	1095.984	1141.256	1189.8	1189.8	1189.8	1189.8	1189.8	1189.8	1189.8	1189.8	1189.8	1189.8
Loan Repayment in Kyat	Ks MM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenditures in Kyat	Ks MM	2435.44	2730.71	2855.984	2981.256	3109.8	3109.8	3109.8	3109.8	3109.8	3109.8	3109.8	3109.8	3109.8	3109.8
Local Kyat Net Savings	Ks MM	**-2435.44**	**-2730.71**	**-2855.98**	**-2981.26**	**-3109.80**	**-3109.80**	**-3109.80**	**-3109.80**	**-3109.80**	**-3109.80**	**-3109.80**	**-3109.80**	-3109.80	-3109.8
Total Net Savings	Ks MM	**-208.59**	**-394.13**	**830.35**	**331.24**	**2885.98**	**3263.58**	**711.24**	**10434.44**	**11423.66**	**11423.66**	**11423.66**	**11423.66**	11423.66	11423.7

Note: (1) Exchange Rate 1 US$ = Kyat 1180

DETAILS OF THE LAND GRANT FROM DEPARTMENT OF URBAN AND HOUSING DEVELOPMENT — Exhibit No. XIII

Party A shall at its sole cost and expense, transfer to CROWN BEVERAGE CANS MYANMAR LIMITED (the "Company") or procure the land grant for plot nos. 221, 222, 224, 225, 226 and 227 located at 11th Street, Yangon Industrial Zone, Mingalardone Township, Yangon Division, Myanmar with a total land area of 8.81 acres (35,528 square metres), for the construction of the Company's 2-piece can production and plant facilities (the "Site") to be granted to the Company by the Department of Urban and Housing Development (formerly known as the Department of Human Settlement and Housing Development) (the "Land Grant"). The Land Grant shall contain such terms and conditions satisfactory to Party B and the Company including the following:

a) the Land used right shall be transferred free of charge to the Company and the Company shall not be required to pay any amount under the Land Grant, including any taxes and stamp duties and other statutory charges relating to the said transfer;

b) there shall be no legal challenge or stop-work order or protests made by any non-governmental organisations and governmental authorities on the development of the Site prior to the commencement of physical works on the Site;

c) the Site has not been pledged in whole or in part to secure or guarantee any obligations;

d) there are no encumbrances or other liens on the Site;

e) there are no claims by third parties relating to the Site;

f) all previous grants of rights to the Site have been legally terminated;

g) the Site is in compliance, in all material respects, with all applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of applicable laws regarding environmental matters and related orders of any court or other relevant authorities;

h) the Land Grant shall be for a term of fifty (50) years with an option to renew for two extension terms of ten (10) years each, commencing from the date of the grant of the Investment Permit. The term may be further extended if the law permits.

The Land Grant shall be stamped and registered with the Registration of Deeds Office.

ITEMS REQUIRING APPROVAL FROM MIC

Exhibit [redacted] XIV

The following are the items we require approval from MIC:

1 Functional currency is US$
2 Tax declaration currency is US$
3 The Company is to be able to obtain sufficient US$ from legally sourced funds within Myanmar for its operations at the available market rate
4 The Company will operate bank accounts in both US$ and Kyat
5 Loan will be obtained from shareholders in US$
6 Loan from Party B will be a foreign loan and the Company will need approval for the registration of the foreign loan
7 Loan Interest Rate is 4.0%
8 For the loan, interest will only be charged starting from the month of production. To be clear, before the month of production, no interest will be charged on the loan.
9 The timing and quantum of the loan repayment is only an estimate and the actual timing and quantum will depend on the actual cashflows of the Company. For avoidance of doubt, repayment of principal and interest may differ from the Loan Agreement between CROWN ASIA PACIFIC HOLDINGS PTE LTD and CROWN BEVERAGE CANS MYANMAR LTD and the Loan Agreement between TAUNG PYAR DAN CO.,LTD and CROWN BEVERAGE CANS MYANMAR LTD, as may be mutually agreed between the Company and its lenders.
10 Party A shall ensure a continued, uninterrupted and sufficient supply of electricity and natural gas to the Company (except for any disruption due to an event of Force Majeure or disruptions due to planned maintenance of the Can Plant), at public tariff rates and at cost respectively, with no mark up.
11 Work permits will be granted for all expatriate employment
12 Duty free and no commercial tax for importation of all equipment, spare parts, components, toolings, building materials and construction materials for the plant
13 Duty free and no commercial tax for importation of all raw materials used in the manufacturing of cans and imported ends
14 Duty free and no commercial tax for importation of all can body and can sets for sales
15 Duty free and no commercial tax for importation of all construction equipment by contractors for the construction of the factory
16 Application of 0% commercial tax for all export sales, including export sales of scrap
17 Corporate income tax deduction is allowed for all pre-operating costs
18 Commercial tax claimable for all pre-operating costs and capital expenditure. Any commercial tax credit can be carried forward indefinitely for offsetting commercial output tax.
19 Depreciation of land and infrastructure is allowed in tax computation
20 Corporate income tax exemption for 7 years from commencement of operation (tax holiday)
21 Corporate income tax reduction of 50% for the subsequent 5 years after the tax holiday period
22 Corporate income tax exemption on profits reinvested within 1 year after the reserve funds is made
23 Corporate income tax reduction of 50% on profits from export sales
24 The Company has right to deduct expenses from the assessable income, such as expenses incurred in respect of R&D relating to the business required and carried out within Myanmar
25 The Company has right to deduct fees under royalty agreement and consultancy agreement from the assessable income
26 The Company has right to apply the lower tax rate under double tax treaties for overseas payment
27 Tax loss carried forward for 5 consecutive years when loss is sustained and the right to carry forward for another 2 years after tax holiday period
28 Exemption on the advance corporate income tax payment
29 Exemption on the 2% advance corporate income tax on importation and exportation of goods
30 If the given tax incentives are affected by change in regulations in future, the Company will be compensated in full by the Myanmar Government by way of financial incentives.
31 Land Grant arrangement as per terms stated in Exhibit No. XIII
32 Although the Company manufactures can body, the Company may need to import can body to support the local business from time to time for the following situations:
- (a) When the Company runs out of capacity or additional capacity are temporary not available;
- (b) When the Company's production line is down and the Company needs to activate backup source to get can body from plants outside of Myanmar; and
- (c) When there is a product variant that the Company is unable to supply for the time being.

33 As the Company does not manufacture ends, the Company will need to import ends as the Company sells can sets (can body and ends) to its customers
34 In the event that the Company has excess capacity, the Company will export can body and ends to customers outside of Myanmar

AUDIT REPORT

ON

THE FINANCIAL ACCOUNTS

OF

TAUNG PYAR DAN COMPANY LIMITED

FOR

THE FINANCIAL YEAR 2015 - 2016

No.184/B , Thein Byu Road , Botataung Township,Yangon.

TAUNG PYAR DAN COMPANY LIMITED

Financial Statements for the year ending 31 st March ' 2016

Index

FOCUS CONSULTING GROUP LTD
AUDITORS & FINANCIAL CONSULTANTS
No-180 (First Floor) Taw Win Myanmar Condo, Botataung Pagoda Road, Yangon, Myanmar.
Ph: (951) 297249, (951) 9010203~204
gmail: focusgroup.financial@gmail.com

DAW THANT MYAT WIN ★ MYANMAR CERTIFIED PUBLIC ACCOUNT ★

Auditor's Report

1. I have audited the accounts which are signed by Managing Director and Director of " **TAUNG PYAR DAN COMPANY LIMITED** " in accordance with Myanmar Company Act Section 133 (1) and (2).

2. The accompanying financial statement which include the balance sheet as on 31st March' 2016, with the income and expenditure for the year then ended is generally accepted in auditing practice and standards.

3. In accordance with the Section 145 (1) and (2) of the Myanmar Companies Act, we report that we have obtained all the information and explanations, we have required. In our opinion, the above Balance Sheet and Profit & Loss Account are in accordance with the Law and are properly drawn up so as to exhibit a true and fair view of the state of the Company's affairs , according to the best of information and explanations given to us and as shown by the books of the Company. The books of the Company have been kept in accordance with the Section (130) of the Myanmar Companies Act.

Yours Faithfully,

Daw Thant Myat Win
B.Com,(Q),C.P.A.Dip.IFR
Dip, In Business Law
Certified Public Accountant

STATEMENTS OF DIRECTORS

We, the undersigned Managing Director and Director of " **TAUNG PYAR DAN COMPANY LIMITED** " do here by state that in accordance with Section 133 (1) and (2) of the Myanmar Company Act ; -

(1) THAT Balance Sheet and Profit and Loss account were drawn up ending as at 31st March' 2016, together with the schedule, statements, notes to give a true and fair view of the state of the business.

(2) THAT there are reasonable grounds to belive that the company will be able to pay its debt as and when they fall due.

Managing Director

Maung Maung Oo
Managing Director
Taung Pyar Dan Co., Ltd

Director

Tun Tun Win
Director
Taung Pyar Dan Co., Ltd.

TAUNG PYAR DAN COMPANY LIMITED

No.184/B , Thein Byu Road , Botataung Township,Yangon.

Trading , Profit & Loss Account for the year ending 31 st March ' 2016 .

			Kyats	Kyats
INCOME				
Sales (Export Proceed)	$	22,207.80		26,649,354.00
Less ; Cost Of Sales				
Purchase Cost & Expenses				(19,653,898.58)
				6,995,455.43
Sales (Imported - Goods)			8,253,099,282.87	
Less ; Commercial Tax			(393,004,727.76)	
				7,860,094,555.11
Sales (Refined - Sugar)				14,671,875,000.00
Less ; Cost Of Sales				
Import Cost	$	16,611,113.50	19,933,336,195.20	
Import Expenses				
Licence Fees			7,698,500.00	
Custom Duty			487,405,314.96	
Transport Charges			871,149,022.75	
Labour Charges			114,624,871.41	
Other Expenses			527,278,447.10	
				(21,941,492,351.42)
				590,477,203.69
Gross Profit / (Loss)				**597,472,659.11**
Cash Disbursement During the Year				
Staff Salaries			17,280,000.00	
Staff Overtime			886,500.00	
Fixed - Travelling Allowance			3,254,000.00	
Staff Wealfare			2,845,000.00	
Travelling Expenses			5,524,000.00	
Printing & Stationery			2,458,500.00	
News & Periodical			182,500.00	
Electricity Charges			5,930,800.00	
Uniform Expenses			4,452,000.00	
Miscellaneous			1,546,000.00	
Office Expenses			19,176,000.00	
Communication Expenses			1,632,735.00	
Repair & Maintenance			7,751,087.64	
Form E , Expenses			15,000.00	
Rental Fees			277,091,000.00	
Stamp Duty			18,000,021.00	
Gas Expenses	$	129,751.10	155,701,320.00	
Bank Charges	$	5,959.92	10,873,920.00	
Accounting & Auditing Fees			180,000.00	
				534,780,383.64
Less : Write off ;				
Depreciation on Fixed - Asset				36,329,848.48
				571,110,232.12
Net Profit / (Loss)				**26,362,427.00**

TAUNG PYAR DAN COMPANY LIMITED

Balance Sheet as at 31 st March ' 2016

			Kyats	Kyats
Assets				
Fixed Assets				
At Costs			372,298,484.76	
Less : Accumulated Depreciation			223,266,684.75	
				149,031,800.01
Current Assets				
Advance Tax				
- Commercial Tax (On Import)			482,208,085.36	
- Commercial Tax (On Rental)			13,908,571.00	
- Income Tax (Kyats)			556,022,031.85	
Prepaid - IRD Tax	$	2,762.81	2,364,965.36	
Cash and Bank Balance	$	196,310.38	14,285,101,912.53	
				15,339,605,566.10
TOTAL ASSETS				**15,488,637,366.11**
Equity				
Authorised Share Capital (50,000 Shares @ Ks.10,000/-)				500,000,000.00
Issued & Paid - up Share Capital (5,000 Shares @ Ks. 10,000/-)				50,000,000.00
Retained Earning / (Loss)				1,047,401,517.85
Reserve				55,491,428.65
Current Liabilities				
Payable - Export	$	1,652.81	1,983,366.00	
Commercial Tax			393,004,727.72	
Creditors	$	11,965,781.25	13,940,576,325.90	
Accrued Liabilities			180,000.00	
				14,335,744,419.62
				15,488,637,366.11

I have examined the above Balance Sheet and connecting Trading,Profit & Loss Account, vouchers,document provided and obtained all the informations necessay. In my opinion,the Balance show a true & fair view of the state of affairs of the business as at 31 st March ' 2016, according to the best of information and explanation given to me as shown by the books.

The above Balance Sheet is to be read with " Audit Forwarding Report, Audit Notes & Observations " and subject to adjustments where necessary.

Maung Maung Oo
Managing Director
Taung Pyar Dan Co., Ltd

Tun Tun Win
Director
Taung Pyar Dan Co., Ltd

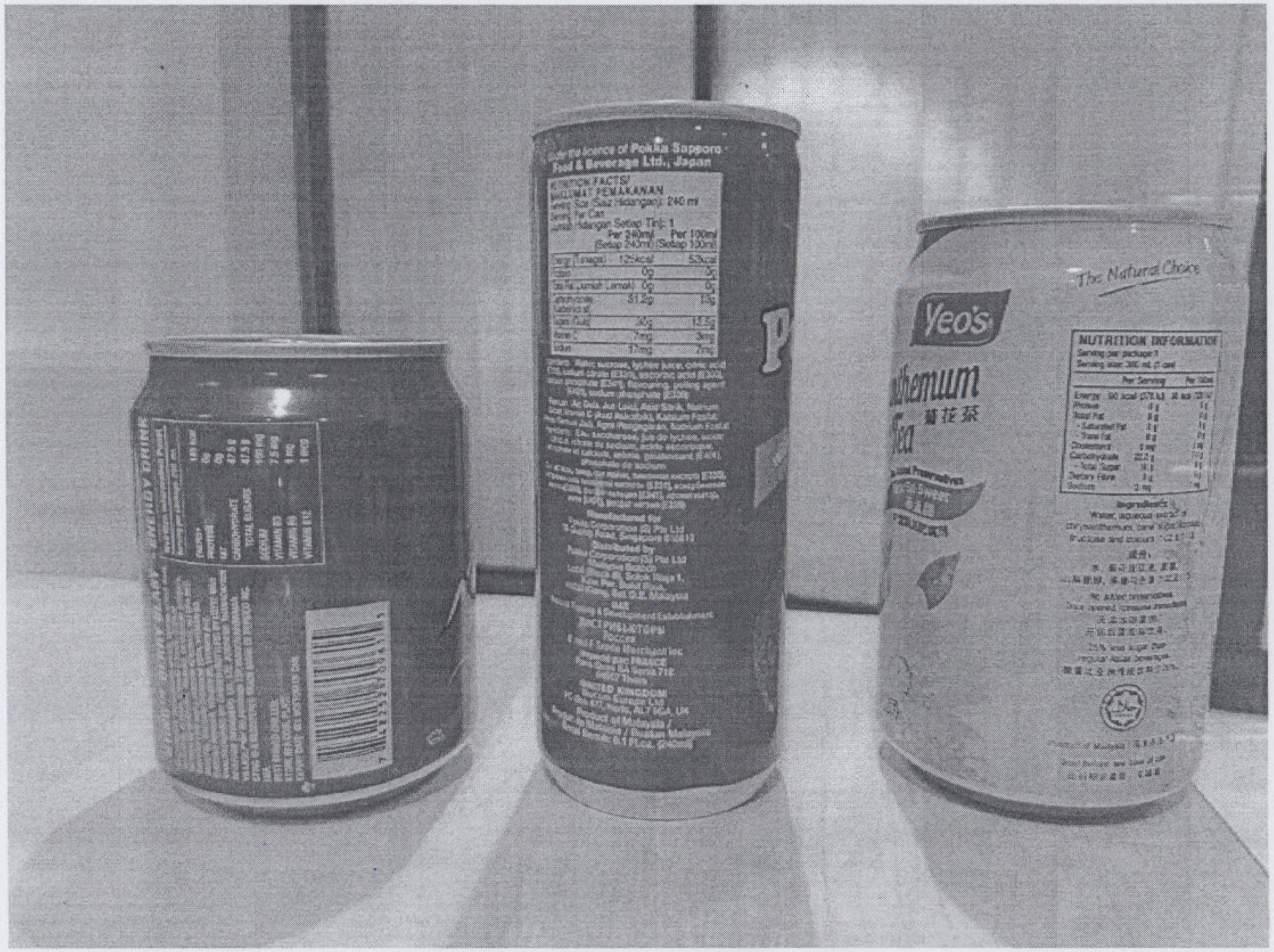
Daw Thant Myat Win
B.Com,(Q),C.P.A.Dip.IFR
Dip, In Business Law
Certified Public Accountant

Appendix - I

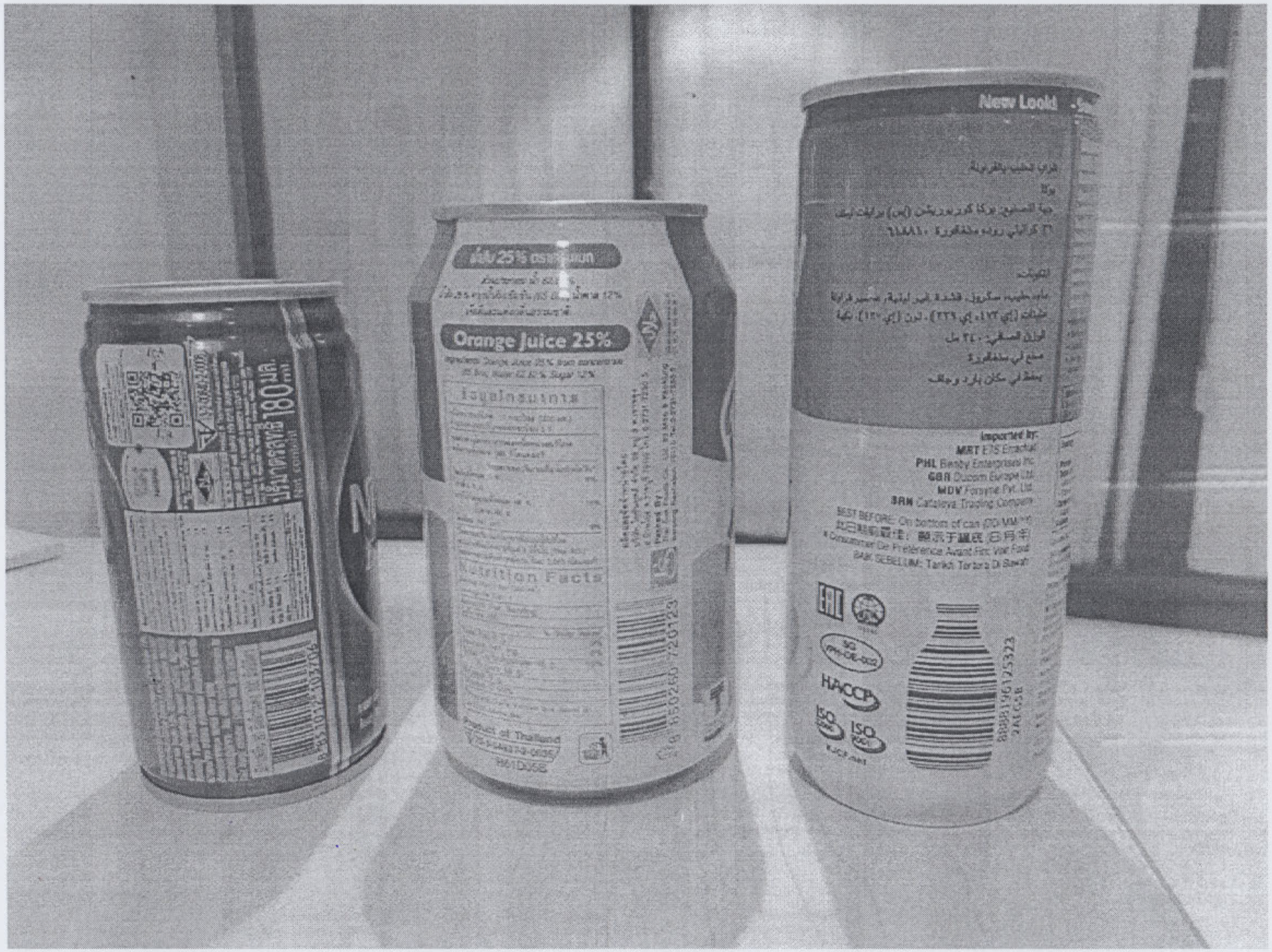
TAUNG PYAR DAN COMPANY LIMITED
Cash Flow Statement
For the year ending 31st March ' 2016
Cash in Hand - Kyats Account

	Kyats	Kyats
Opening Balance	-	3,193,945,046.36
Cash Receipts During the year		
Sales (Imported - Goods)		22,924,974,282.87
		26,118,919,329.23
Cash Disbursement During the Period		
Transfer Purchase		8,673,273,984.00
Import Expenses		
Custom Duty	489,260,189.96	
Transport Charges	871,149,022.75	
Labour Charges	114,624,871.41	
Other Expenses	527,278,447.10	
		2,002,312,531.22
Advance Income Tax - 2 %		509,872,887.86
Commercial Tax - 5 %		
- On Rental	13,908,571.00	
- On Import	482,208,085.40	
		496,116,656.40
Local Purchase Cost & Expenses		
- Purchase Cost & Expenses		19,653,898.58
General & Administration Expenses		
Staff Salaries	17,280,000.00	
Staff Overtime	886,500.00	
Fixed - Travelling Allowance	3,254,000.00	
Staff Wealfare	2,845,000.00	
Travelling Expenses	5,524,000.00	
Printing & Stationery	2,458,500.00	
News & Periodical	182,500.00	
Electricity Charges	5,930,800.00	
Uniform Expenses	4,452,000.00	
Miscellaneous	1,546,000.00	
Office Expenses	19,176,000.00	
Communication Expenses	1,632,735.00	
Repair & Maintenance	7,751,087.64	
Form E , Expenses	15,000.00	
Accounting & Auditing Fees	150,000.00	
		73,084,122.64
Rental Fees		277,091,000.00
Stamp Duty		18,000,021.00
Deposit To Bank		8,900,000.00
		12,078,305,101.70
Closing Balance as at 31st March ' 2016		**14,040,614,227.53**

Product Samples (Can)

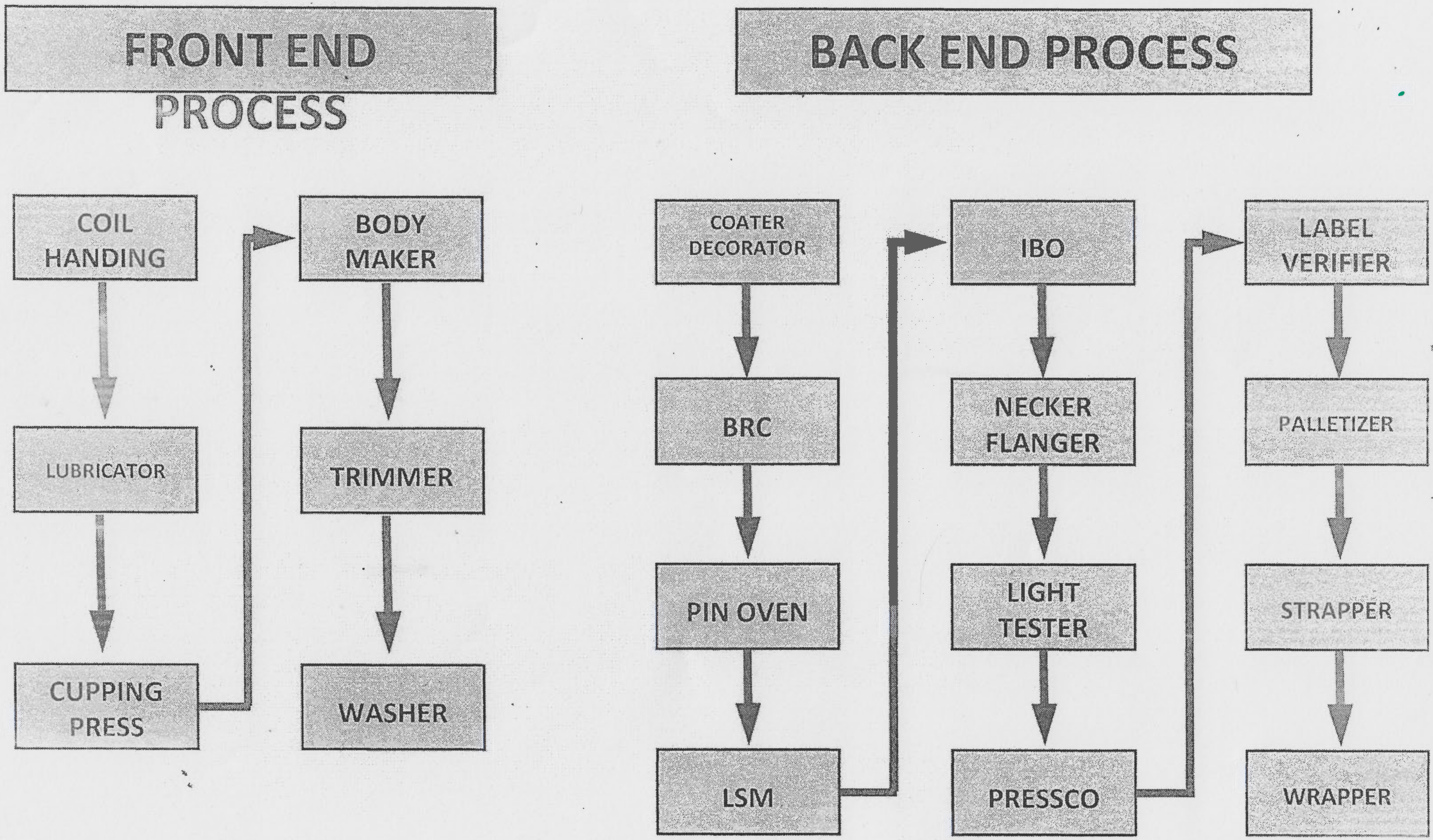


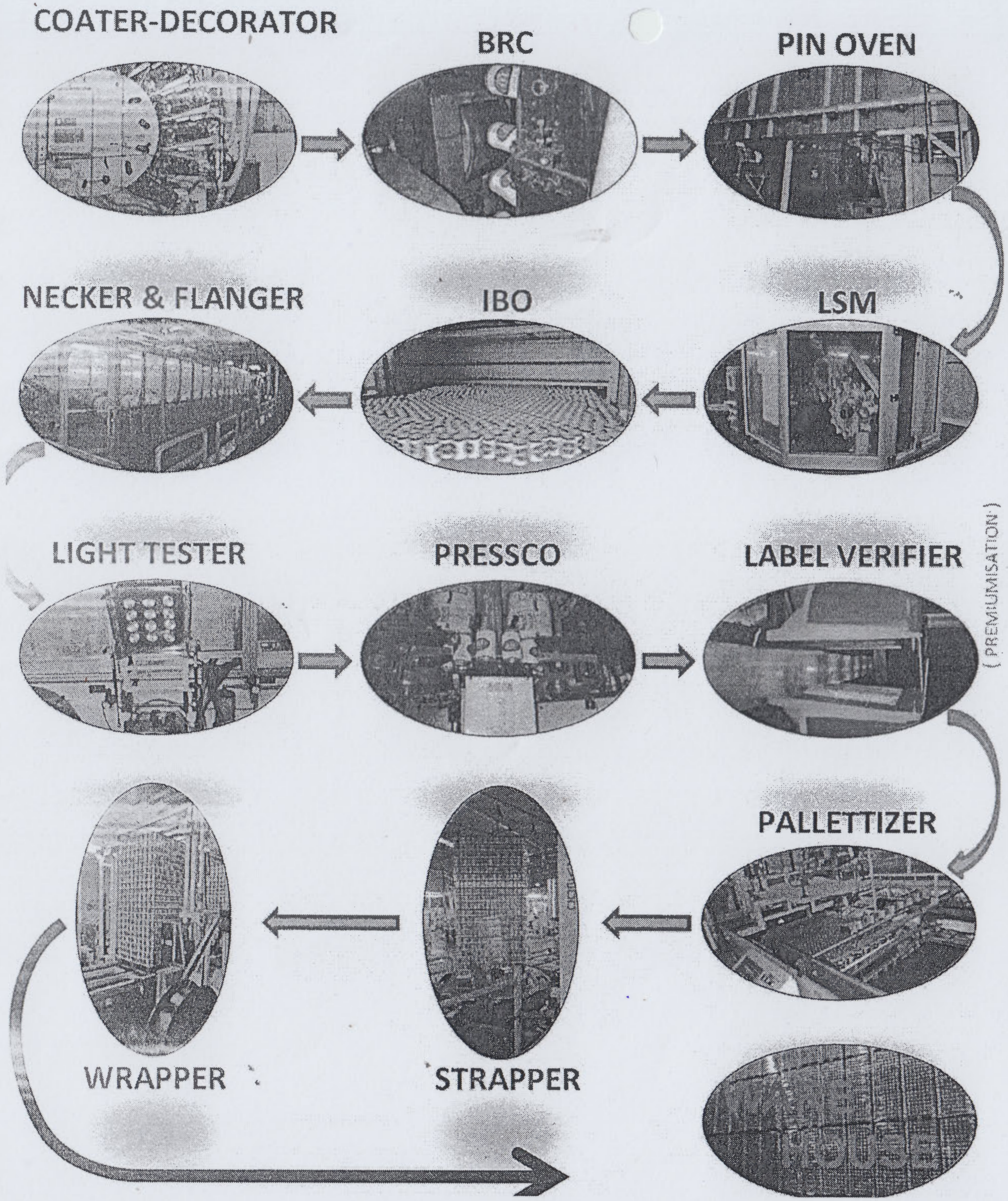
Product Samples (Can)



CAN MAKING PROCESS

CROWN
Brand-Building Packaging™





CROWN
Brand-Building Packaging™

BACK END PROCESS

DECORATOR :
Is a high speed printer used for decoration on aluminium cans.

BASE RIM COATER (B.R.C)
Use for coating the base rim and chime of two piece cans.

PIN OVEN
Drying and curing the external coatings on aluminium cans , previously applied by the coating or Decorating machines.

LSM (Lacquer spray machine)
Application of a suitable coating material to the internal surfaces of can.

IBO (Internal Bake Oven)
Dry and cure the internal coating of lacquer previously applied by spray machine.

NECKER & FLANGER
•Make the neck profie of can.
• Form the can flange necessary for fitting of a suiatble end after the filling process.

LIGHT TESTER
• Automatically reject pinhole cans

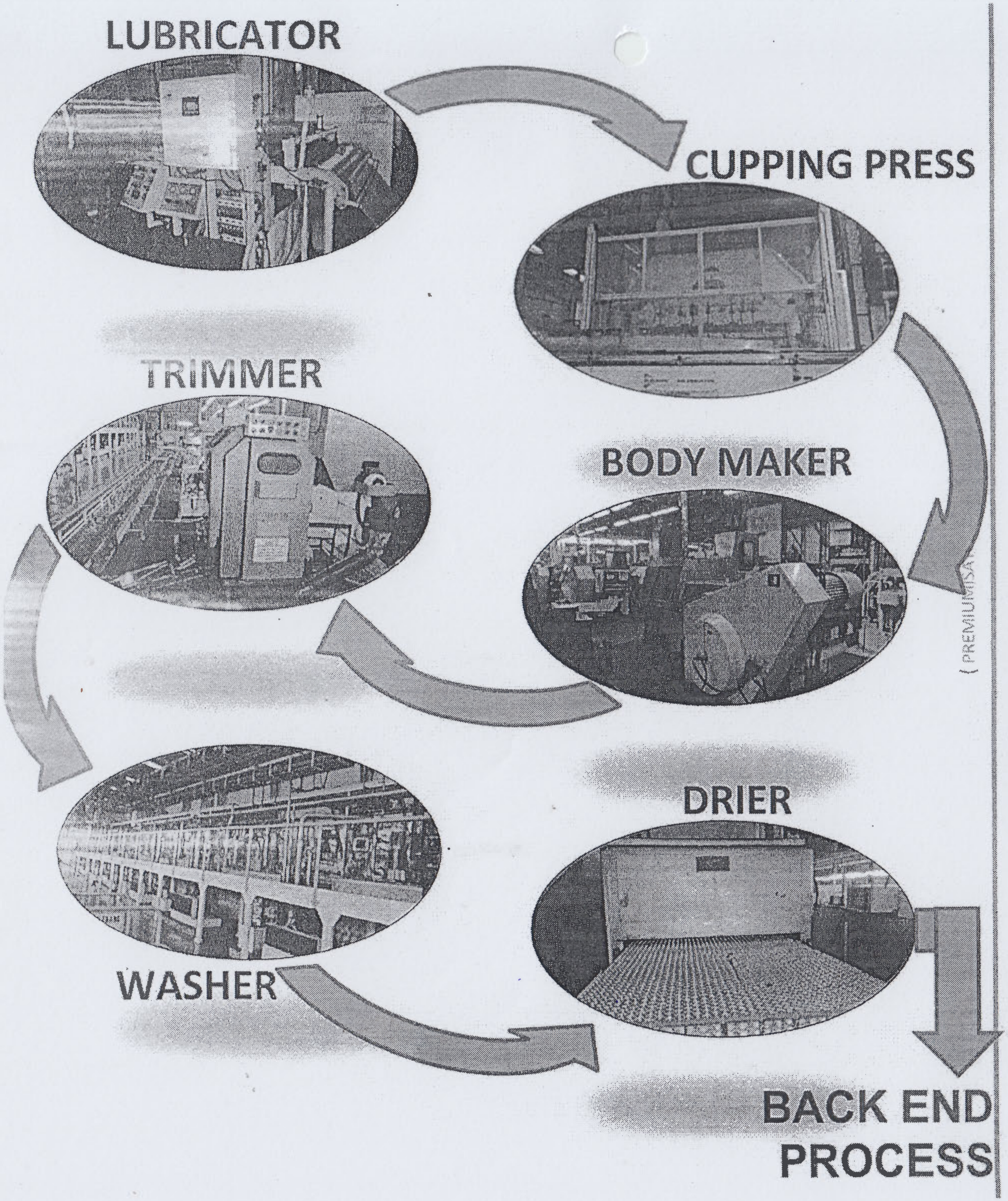
PRESSCO
To detect and reject any abnormal defects on inside surfaces of cans.

LABLE VERIFIER
To detect and reject mixed lables from production line

PALLETIZER
*Automatically pack layers of finished cans onto pallet
* Interface to a full pallet conveying and strapping system

STRAPPER
To carry out automatically one or more vertical strapping on the package.

WRAPPER
To apply stretch film around the finished can pallet .



CROWN
Brand-Building Packaging™

FRONT END PROCESS

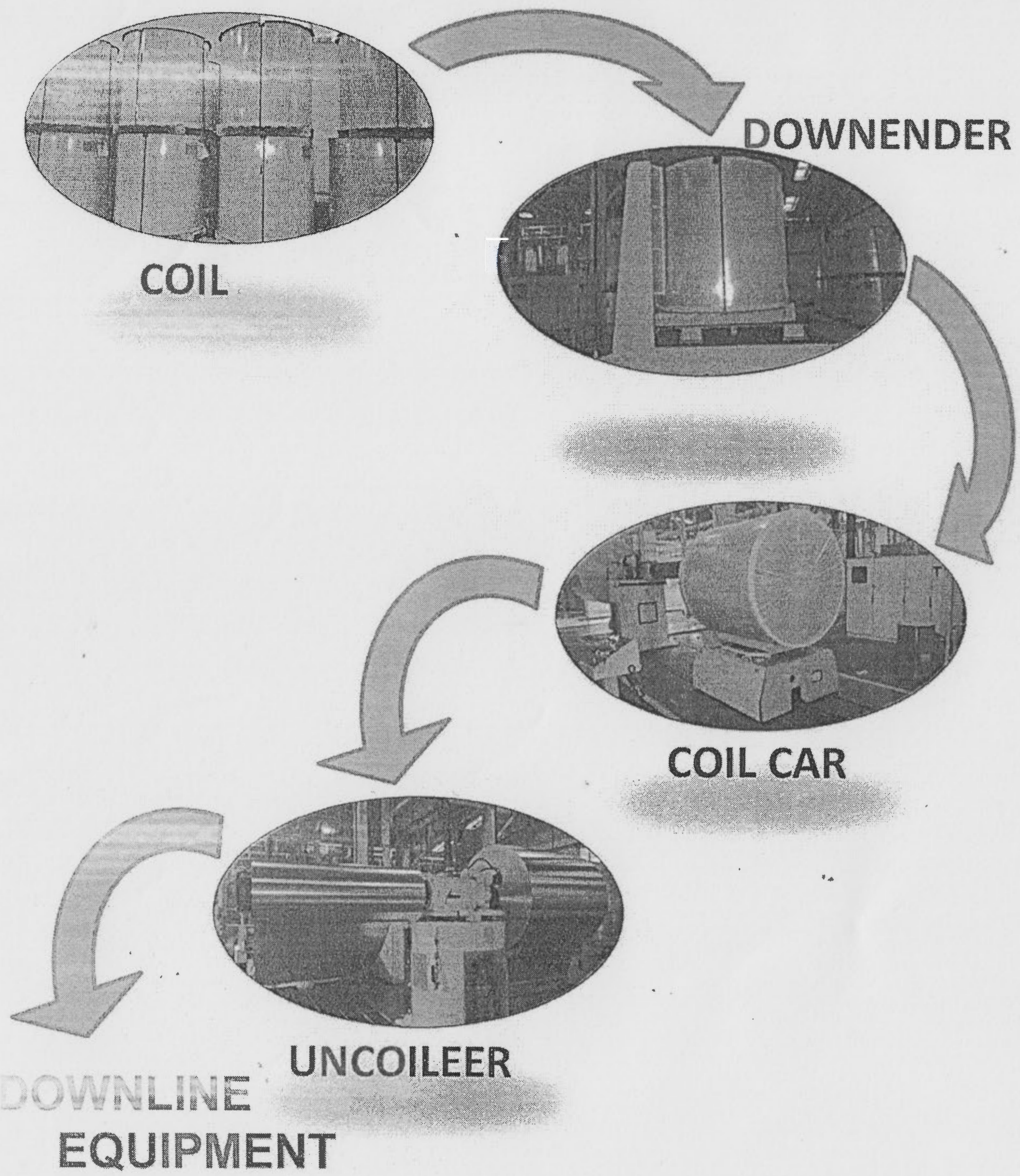
LUBRICATOR :
Is a free standing machine for applying lubricant to the alluminum coil stock.
This aids the forming operation on the Cupping press.

CUPPING PRESS :
Conversion of coil material into cup by this machine

BODY MAKERS
Produce one piece can bodies untrimmed from pre- drawn cups .

TRIMMER
Trim the raw edge from drawn and ironed aluminium cans conveyed from the Body maker to produce a trimmed burr and sliver free can body.

WASHER - DRIER
•Clean the can after the drawing and ironing operation by removing all contaminating materials from the surfaces .
• Prepare the can surface for the application of the internal and external coating.
• Help the corrosion resistance of aluminium surface



(PREMIUMISATION)

CROWN
Brand-Building Packaging™

FRONT END PROCESS

COIL HANDLING SYSTEM

MATERIAL : ALUMINIUM COIL

DOWNENDER :
•Rotating the coil stock 90 degrees to a Horizontal position.
•Positioning the coil stock onto the Coil car.

COIL CAR :
•Transfer of the coil from the Downender to the Uncoiller .
• Correct orientation of the coil prior to loading on to the Uncoiler.

DOUBLE ARM UNCOILER :
•Support of the coil stock and feed of material to the downline equipment.
• Storage and support of a second coil allowing rapid coil change

Draft

Dated the day of 2016

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

AND

TAUNG PYAR DAN COMPANY LIMITED

JOINT VENTURE AGREEMENT

in relation to the establishment of

CROWN BEVERAGE CANS MYANMAR LIMITED
(the Company)

Joint Venture Agreement

This **JOINT VENTURE AGREEMENT** (**"Agreement"**) is made on this day of 2016 between:

(1) **CROWN ASIA PACIFIC HOLDINGS PTE. LTD.**, a company incorporated in Singapore and having its registered address at 10 Hoe Chiang Road, #19-01, Keppel Towers, Singapore 089315 (hereinafter referred to as "**Party A**");

and

(2) **TAUNG PYAR DAN COMPANY LIMITED**, a company incorporated in Myanmar and having its registered address at No. 184/B, Thein Byu Road, Botataung Township, Yangon, Myanmar (hereinafter referred to as "**Party B**").

WHEREAS, the aforementioned parties (each of them hereinafter referred to as "**Party**" and collectively referred to as the "**Parties**") have agreed to enter into this Agreement to establish a joint venture in [Yangon], Myanmar for the purpose of setting up a manufacturing plant for the manufacture and sale of 2-piece aluminium cans and ends, subject to the terms of this Agreement (the "**Joint Venture**").

ARTICLE 1: INTERPRETATION

In this Agreement, a reference to an Article, is to an article of this Agreement, capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed, and the following terms shall have the meaning ascribed in this Article.

"**Affiliate**": in relation to a Party, any other person or entity controlling, controlled by or under the common control with such Party, provided that "control" shall mean the power to, directly or indirectly, appoint a majority of the directors, or to otherwise direct or cause the direction of the management or policies of such person, whether through share ownership, by contract or otherwise.

"**Business Day**": a day other than a Saturday or Sunday or public holiday in Myanmar on which banks are open in Myanmar for general commercial business.

"**Can Plant**": the meaning ascribed in Article 5.2.

"**Compliance Requirements**": the meaning ascribed in Article 5.5.

"**Disclosure Letter**": the letter from Party B to Party A attached as Appendix C.

"**DUHD**": the Department of Urban and Housing Development (formerly known as the Department of Human Settlement and Housing Development).

"**CRO**": Companies Registration Office of Myanmar.

"**Early Transfer**": the meaning ascribed in Article 4.3(2).

"**Effective Date**": the meaning ascribed in Article 3.2.

"**Independent Appraiser**": an independent chartered accountant of good standing from any of EY LLP, KPMG LLP, Deloitte Touche Tohmatsu Limited or PricewaterhouseCoopers LLP in Singapore, as agreed by the Parties or, failing such agreement, an independent appraiser selected by the President of the Institute of Singapore Chartered Accountants or the equivalent.

"**Investment Permit**": The investment permit issued by MIC to the Company approving the Business.

"**Lease**": the meaning ascribed in Article 5.2.

"**MIC**": the Myanmar Investment Commission.

"**Myanmar Official**": any person who, at the time of evaluation, (1) currently serves or (2) served at any time in the three years prior to evaluation, as an officer or employee of the Myanmar government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization. For the avoidance of doubt, Mr Tun Tun Win, of No 10, Mingar Street, Yankin Township, Yangon 11082 with passport MA059877, shall not be deemed to be a Myanmar Official for the purposes of this Agreement as a consequence of his current appointment as Honorary Consul to Estonia for Myanmar.

"**Ordinary Shares**": the ordinary shares issued by the Company from time to time with a par value of USD 1.00.

"**Party B Group**": all Affiliates of Party B.

"**Party B Put Option**" the meaning ascribed in Article 4.3(3).

"**Party B Support Services**": the services described in Article 5.1.

"**Products**": 2-piece aluminium can bodies and ends for beverages (including but not limited to beer, carbonated and non-carbonated drinks).

"**Relevant Authorities**": any governmental body, ministry, authority, supervisory or regulatory body, department or unit having appropriate jurisdiction and authority to provide any consent, approval, clearance, permit, licence, or to accept any filing, or to make any

rules or orders in the jurisdiction(s) where the entity concerned is incorporated, located or doing business.

"Sanctioned Country": at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person": at any time, (a) any person or entity listed in any Sanctions-related list of designated persons maintained by OFAC, the U.S. Department of State, the or by the United Nations Security Council, the European Union or any EU member state, (b) any person or entity operating, organized or resident in a Sanctioned Country or (c) any person or entity controlled by any such person or entity.

"Sanctions": collectively, the economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the United States Treasury Department's Office of Foreign Asset Control ("***OFAC***") and (ii) the United Nations Security Council, the European Union or The United Kingdom.

"Shares": the Ordinary Shares in issue of the Company from time to time.

"SMC": Singapore Mediation Centre

"SIAC": Singapore International Arbitration Centre

"Surviving Provisions": Articles 1, 13, 16.5, 16.6, 19, 20, 23 and Appendix C of this Agreement and any other provisions that, by their terms, are intended to survive the termination of this Agreement.

ARTICLE 2: ESTABLISHMENT OF THE JOINT VENTURE COMPANY

2.1 The registered name of the company to be established by the Parties for the purposes of the Joint Venture upon its formation shall be **"CROWN BEVERAGE CANS MYANMAR LIMITED"** in English and သရဖူ အဖျော်ယမကာ သံဗူးများ မြန်မာ လီမိတက် in the Myanmar language, or such other name as may be agreed by the Parties and approved by CRO (the **"Company"**).

2.2 The Company shall be incorporated as a limited liability company under the laws of Myanmar. The liability of each Party to any third party for the debts and obligations of the Company shall be limited to the amount unpaid on the Shares (as defined herein) respectively held by each Party. The Company's profits, risks and losses shall be shared by the Parties in proportion to their respective shareholding in the registered capital of the Company.

2.3 The Company shall be an independent legal entity under the laws of Myanmar. The activities of the Company and the rights, benefits and interests of the Parties shall be governed and protected by this Agreement, the memorandum and articles of association ("**Memorandum and Articles of Association**") of the Company and the laws of Myanmar.

2.4 The Parties shall co-operate in seeking to obtain all consents and licenses necessary for carrying out the Business under this Agreement.

2.5 The Memorandum and Articles of Association of the Company shall reflect the terms and conditions agreed by the Parties hereunder, subject to the approval of the CRO.

2.6 Each Party shall bear its own fees and expenses (including attorney's fees) incurred by it prior to the incorporation of the Company.

ARTICLE 3: OBJECTIVES / SCOPE OF BUSINESS

3.1 The scope of the business activities of the Company is the production and sale of the Products (hereinafter referred to as the **"Business"**).

In order to perform the Business, the following activities are proposed to be carried out by the Company:

a. the construction of a 2-piece Can Plant (as hereinafter defined) for the Business;

b. to import or otherwise purchase can ends and all raw material requirements of the Company;

c. to market, sell, supply and distribute the Products within Myanmar and to overseas markets (in such territories as may be decided by the General Manager of the Company);

d. to manufacture, process and deal in the Products and leftover bits and pieces generated during the manufacturing process of the Products and recovered waste aluminium cans and ends relating to the Products;

e. to provide after sales services in respect of Products manufactured and/or sold by the Company; and

f. to carry out such other activities and do all such things as may be incidental or ancillary to the foregoing.

3.2 In order to undertake and implement the Business, the Parties agree to prepare and submit an application to the MIC as soon as possible and to seek MIC approval as hereinafter mentioned in Article 6. The date of the grant of the Investment Permit

from the MIC on terms acceptable to both Parties will be the effective date (the "**Effective Date**").

3.3 The Parties acknowledge that the MIC may require amendments or additions to be made to the terms of this Agreement during its review of the Company's application for the Investment Permit. The Parties agree to make such amendments or additions to this Agreement requested by the MIC, provided that such amendments or additions are acceptable to Party A in its sole discretion and Party A reserves the right to counter-propose amendments or additions to address the MIC's requirements, in which case the Parties shall use their best endeavours to secure the MIC's approval of such amendments or additions. This Agreement, as amended or supplemented, shall constitute the whole and only agreement between the Parties relating to the subject matter of this Agreement and, except to the extent repeated in this Agreement, supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

ARTICLE 4: CAPITAL

4.1 **Company Incorporation and Initial Capitalization**

(1) The Company shall be incorporated upon the CRO's approval of the incorporation application of the Company. The Company shall have an issued share capital of United States Dollars Twenty Million (USD 20,000,000.00) (the "**Capital**"), divided into Twenty Million (20,000,000) Shares of USD 1.00 each (the "**Initial Shares**") and the Parties shall pay for their respective Shares as hereinafter provided in Article 4.1(3) ("**Initial Capitalization**").

(2) The Shares of the Company shall be issued to the Parties as follows:

a. Party A shall be issued with Fifteen Million (15,000,000) Shares in the Capital, amounting to USD 15,000,000, representing 75% of the Capital; and

b. Party B shall be issued with Five Million (5,000,000) Shares, amounting to USD 5,000,000, representing 25% of the Capital,

as hereinafter provided in Article 4.1(3).

The Parties acknowledge that the share capital of the Company shall be subject to any adjustments required by CRO and the MIC. In such an event, the number of shares subscribed for by each Party and the corresponding consideration for such subscription shall be adjusted based on the above-mentioned proportion.

(3) **Initial Capitalization:** Party A's required contribution to the Capital shall be in cash and in kind. Party B's required contribution to the Capital shall be in the form of the land comprised in plot nos. 224, 225, 226 and 227 located at 11th Street, Yangon Industrial Zone, Mingalardone Township, Yangon Division, Myanmar with a total land area of 8.81 acres (35,528 square metres) (the "**Site**"), the Party B Support Services and the infrastructure as referred to in Article 5.2, which the Parties agree shall be valued at USD 12,500,000, including the cost of the Site clearance. The Parties agree that out of this USD 12,500,000, a sum of USD 5,000,000 will be deemed as Party B's Initial Capitalization of the Company for its subscription of 5,000,000 Shares in the Company ("**In-Kind Capitalization**"). The Parties further agree that the amount equal to the difference between the USD 12,500,000 and Party B's In-Kind Capitalization, i.e. USD 7,500,000, shall be deemed as a loan from Party B to the Company (the "**Party B Loan**"). The Party B Loan shall be repaid by the Company to Party B in accordance with Article 4.2(2) of this Agreement.

The shareholding percentage of the Parties in the Company shall be as follows:

Party	Capital Contribution	Number of Shares	Proportion
CROWN Asia Pacific Holdings Pte. Ltd.	USD 15,000,000 by way of cash and in kind	15,000,000 Shares	75%
Taung Pyar Dan Company Limited	USD 5,000,000 in kind	5,000,000 Shares	25%
TOTAL	**USD 20,000,000.00**	**20,000,000**	**100%**

4.2 <u>**Loan Capital**</u>

(1) **Party B Loan:** As provided in Article 4.1(3), the Party B Loan upon the transfer of the Site and infrastructure referred to in Article 5.2, to the Company, shall be USD 7,500,000.

(a) **Party A Loan:** In addition to the Party B Loan, the Parties agree that in order to assist the Company to meet its fixed assets requirements and working capital, Party A or its Affiliates shall contribute USD 26,500,000 to the Company as shareholder's loan (the "**Party A Loan**"). The Party A Loan and Party B Loan shall be commercial non-convertible loans with a fixed interest rate of 4% per annum, interest to begin accruing only upon the commencement of commercial operations by the Company, unless otherwise mutually agreed by the Parties.

Any repayment of the Party A Loan and Party B Loan shall take place as follows:

(a) Any amount of the Party A Loan and accrued interest which exceeds its 75% shareholding percentage in the Company shall be repaid to Party A first, so that upon such repayment, the outstanding loans owing to Party A and Party B reach the shareholding percentage of 75% : 25% respectively; then,

(b) the balance of the Party A Loan and Party B Loan and accrued interest shall be repaid by the Company in proportion to the percentage of the Parties' respective shareholding in the Company on arms' length terms, unless otherwise mutually agreed by the Parties.

(2) In the event that further funding is required by the Company and if such funding cannot be procured on terms acceptable to the Parties by way of further borrowings by the Company, such funding shall be provided by Party A (or its Affiliates) and Party B as additional loans or increased share capital (if mutually agreed in writing by both Parties) in proportion to the percentage of their respective shareholding in the Company. For the avoidance of doubt, in no event shall a further issuance of Shares be effected which would result in either Party having its shareholding diluted without the express written consent of the affected Party. Where additional loans are provided by Party A (or its Affiliates) and Party B, the additional loans shall be commercial, non-convertible loans at market interest rate, unless otherwise mutually agreed by the Parties. Such Party loans shall be repaid to Party A (or its Affiliates) and Party B in proportion to the percentage of Party A's and Party B's respective shareholding in the Company and on arms' length terms, unless otherwise mutually agreed by the Parties.

4.3 **Transfer of Shares**

(1) Subject to the restrictions imposed during the Initial Lock-In Period (as defined in Article 4.3(2)), with a resolution of the Parties as described in Article 11.6 (such consent not to be unreasonably withheld), any Party (the **"Disposing Party"**) to this Agreement may assign, sell or dispose of all or part of its shareholding to a third party subject to the following terms and conditions:

a. Before the Disposing Party assigns, sells or disposes of all or part of its shareholding to any third party, it shall notify the other Party and such Party shall have a pre-emptive right of purchase on equal terms;

b. The Disposing Party shall notify the other Party in writing of the terms and conditions of the disposal and if the other Party intends to exercise their pre-emptive right of purchase, then the Shares to be disposed of shall be sold to the other Party (or any person designated by that other Party) on the same terms;

c. If the other Party fails to exercise their pre-emptive right of purchase within a three-month period from the date of the Disposing Party's notice of its intention to

sell, the Disposing Party may, within a period of three months thereafter, transfer, sell or otherwise dispose of all or part of its shareholding to a third party at such price and on such terms which shall be no more favourable to the third party than those first offered to the other Party and the Disposing Party shall provide the other Party with a copy of the executed written agreement with the third party (the "**Transferee**");

d. The Disposing Party, as a condition of the sale or transfer of any Shares to the Transferee, shall cause the Transferee to enter into a deed of adherence on terms reasonably satisfactory to the other Party whereby the Transferee accepts and agrees to be bound by the terms of this Agreement as they apply to the Disposing Party (subject only to such variations, additions and other alterations as may be necessary to make such covenant consistent with this Agreement) ("**Deed of Adherence**") and this Deed of Adherence shall have full force and effect and shall be read and construed and be binding on such Transferee as if the terms of such covenants were inserted in this Agreement by way of addition or substitution or deletion as the case may be, and until the Transferee is so bound the transfer shall not be registered in favour of the Transferee;

e. The Parties agree that the sale or transfer of any Shares to the Transferee shall be subject to the approval of the MIC and the Parties under Article 11.6. Such transfer of Shares may be refused if the process and/or condition of the transfer of Shares to the Transferee under this Agreement and the Memorandum and Articles of Association have not been complied with;

f. No Party shall mortgage, pledge, charge or otherwise encumber all or any part of its Shares without the prior written consent of the Parties as described in Article 11.6; and

g. Notwithstanding the foregoing provisions, Party A shall be at liberty to assign or otherwise dispose of all or part of its shareholding in the Company to its Affiliates who shall have the same rights and obligations under this Agreement as the Assigning Party, provided that any such Affiliate of Party A shall in each instance be capable of satisfying all of Party A's obligations enumerated in this Agreement. Party B hereby waives any pre-emptive right which it may have in respect of any such assignment or disposal and agrees to approve any such transfer.

(2) **Initial Lock-In Period**: For the avoidance of doubt, neither Party A nor Party B may, without the written consent of the other Party, exercise their respective rights to assign, sell or dispose of all or part of their respective shareholdings to a third party unless they have held the Shares for at least 240 months from the date of incorporation of the Company (the "**Initial Lock-In Period**"). The Initial Lock-In Period shall not apply to transfers to Party A's Affiliates pursuant to 4.3(1)g above.

(3) **Party B Put Option:** If Party B wishes to sell its Shares to Party A after 240 months from the date of incorporation of the Company, Party B shall have a put option ("**Party B Put Option**") in respect of Party B's Shares in the Company, which Party B may exercise by serving a notice in writing (a "**Party B Put Option Notice**" in substantially the form as set out in Appendix A) to Party A requiring Party A, or a purchaser nominated by Party A, to purchase the Shares from Party B at a consideration equal to the fair market value of the Shares (the "**Party B Put Option Price**") as determined by an Independent Appraiser.

The service of a Party B Put Option Notice under this Article 4.3(3) shall bind Party B to sell and Party A to buy the Shares in accordance with this Agreement. The sale and transfer of Shares pursuant to the exercise of the Party B Put Option shall be completed within a reasonable period from the date the Parties have been notified of the market value of the Shares by the Independent Appraiser, subject to the approval of the MIC and/or other relevant authorities.

(4) **Party B Tag-Along Right**: Subject to compliance with the provisions set out in this Article 4.3, if Party A desires to transfer or dispose, in a single transaction or a series of related transactions, any of the Shares held by it in any sale (the "**Transfer**"), then Party A shall promptly give written notice (the "**Notice of Transfer**") simultaneously to Party B. The Notice of Transfer shall describe in reasonable detail the terms and conditions of the proposed transfer, including without limitation, the number of Shares to be transferred, the nature of such Transfer, the consideration to be paid, and the name and address of each prospective purchaser or transferee.

(5) Upon receipt of a Notice of Transfer, Party B shall have the right, exercisable upon written notice (the "**Notice of Participation**") to the Company within 30 days after the receipt of the Notice of Transfer, to inform the Company in writing whether it elects to participate in the Transfer by Party A on the same terms and conditions as set forth in the Notice of Transfer. The right of Party B to participate in the Transfer by Party A may only be exercised as to all (and not some only) of the Shares held by Party B. Party B, if it elects to participate in the Transfer by Party A pursuant to this Article, shall promptly deliver to the Company (who shall be deemed to be constituted the agent of Party A and Party B for the Transfer in accordance with the Memorandum and Articles of Association) for Transfer to the prospective purchaser(s) the share transfer agreement properly executed, for the Transfer, which represent(s) the number of Shares held by Party B.

(6) Upon consummation of the Transfer of the Shares pursuant to the terms and conditions specified in the share transfer agreement, Party A shall remit to Party B that portion of the proceeds to which Party B is entitled by reason of its participation in such Transfer. To the extent that any prospective purchaser or purchasers prohibits such Transfer or otherwise refuses to purchase Shares from Party B exercising its tag-along rights hereunder, Party A shall not Transfer to such prospective purchaser or purchasers any of its Shares unless and until,

simultaneously with such Transfer, Party A shall purchase the Shares from Party B on the same terms and conditions specified in the Notice of Transfer.

(7) Notwithstanding the foregoing, this tag-along right shall not apply to any Transfer or Transfers by Party A to its Affiliate.

ARTICLE 5: RESPONSIBILITY OF PARTY B

5.1 In addition to its other responsibilities provided for herein, Party B shall use its best endeavours to assist the Company in the following matters:-

(1) to handle the documentation, application and all relevant approval and registration matters in connection with the incorporation of the Company and the Can Plant including the obtaining of the Investment Permit, the permit to trade and final Certificate of Incorporation of the Company and all other necessary registrations, permits, licences and approvals from the MIC and other Relevant Authorities (including operational licences and permits), subject to approval from Party A;

(2) to assist the Company in applying for and obtaining the most preferential tax incentives and tax treatment and other investment incentives available under the laws and regulations;

(3) to assist the expatriate employees of the Company to obtain all necessary entry visas and work permits and to assist the Company in finding housing accommodation for such expatriate employees;

(4) to assist the Company in obtaining customs clearance for the import of machinery, equipment, spare parts and materials;

(5) to assist the Company in recruiting various types of qualified local staff and workers and management personnel and to assist the Company with the registration of employment contracts with the relevant township labour offices as required under the applicable labour laws in Myanmar;

(6) to assist with the government relations process in Myanmar, including obtaining any relevant letters of recommendation or no-objection letters from the Relevant Authorities; and

(7) to assist with and handle other matters entrusted by the Company.

5.2 Upon the incorporation of the Company, Party B shall, at its sole cost and expense, procure the transfer to the Company the lease for the Site for the construction of the Company's 2-piece can production and plant facilities (the **"Can Plant"**) free of charge to the Company by the DUHD (the **"Lease"**) and provide the infrastructure for the supply of electricity and natural gas up to the Site boundary, for the production

requirements of the Company, from the date of the Company's incorporation until the expiry of the term of the Joint Venture. Party B shall further ensure a continued, uninterrupted and sufficient supply of electricity and natural gas to the Company (except for any disruption due to an event of Force Majeure or disruptions due to planned maintenance of the Can Plant), at public tariff rates and at cost respectively, with no mark up. Party B shall ensure that the period of the Lease shall be for at least fifty (50) years with an option to renew for two extension terms of ten (10) years each, commencing from the Effective Date. On expiry of the Lease period, Party B shall use its best efforts to renew the period of the Lease for two extension terms of ten (10) years each.

5.3 The Parties agree that upon the transfer of the Site and infrastructure rights to the Company, Party B shall be responsible for and bear any taxes and stamp duties and other statutory charges relating to the said transfer. However, if the Company has to bear any taxes and stamp duties and other statutory charges payable under Myanmar law, relating to the transfer of the Site and infrastructure rights, Party B shall reimburse the Company for such payments. Thereafter, any and all taxes (including stamp duties), levies, charges and/or duties on or relating to the Site and/or infrastructure rights shall be borne by the Company, including in relation to securing any extension of the Lease.

5.4 If the Myanmar Foreign Investment Law 2012 or any applicable laws are amended or substituted from time to time to allow for a longer term exceeding the 50-year and two 10-year renewal terms currently prescribed under the Myanmar Foreign Investment Law 2012 or to allow for the Company to own the Site, Party B shall, at its sole cost and expense, procure the extension of the lease of the Site to the Company so that the maximum period enjoyed by the Company under this Agreement is for such longer permissible term or transfer the Site to the Company (as the case may be), provided such extension or transfer is approved by the Relevant Authorities.

5.5 Party B understands that Party A, as a subsidiary of a US-based corporation with operations in multiple jurisdictions, supports ethical behaviour of its Affiliates and is subject to strict legal controls in connection with such behaviour. In the performance of the Party B Support Services, Party B agrees to comply strictly with all applicable anticorruption laws – governing both public and commercial bribery – of all the jurisdictions in which the Company operates, as well as the laws of those jurisdictions that affect Party A and its Affiliates, including but not limited to the U.K. Bribery Act, the U.S. Foreign Corrupt Practices Act ("FCPA"), and other applicable anti-corruption laws (the "Anti-corruption Laws"). Consequently, Party B represents and warrants that, in connection with its performance of the Party B Support Services, it complies with and will continue to comply with all applicable Anti-corruption Laws in all jurisdictions in which the Company operates and/or which affect Party A and its Affiliates, has read and agrees to comply with the terms of the Anti-Corruption Policy of Party A's parent company (a copy of which has been provided to Party B), and agrees to be bound by the "Anti-Corruption and Anti-Money Laundering Certifications

of Party B", as amended and attached to this Agreement as Appendix D (such policy and certifications, together, the "Crown Anti-corruption Policy"), which, among other things, precludes Party B, acting on behalf of the Company, from engaging in public or commercial bribery. Party B also acknowledges that Party A and its Affiliates must comply with the Sanctions. The Anti-corruption Laws, the Crown Anti-corruption Policy and the Sanctions are sometimes referred to collectively as the "Compliance Requirements." In order to ensure compliance by Party A and its Affiliates with the Compliance Requirements:

5.5.1 If Party B or any member of the Party B Group desires to engage any Myanmar Official in a managerial capacity, whether as a director, officer or employee or in any other legal relationship where the Myanmar Official exercises managerial authority, or desires to transfer to any Myanmar Official any legal or beneficial ownership of shares or other equity interests in any member of the Party B Group, Party B shall notify the Company and Party A. Party A shall evaluate the implications of such engagement/transfer on the compliance obligations of Party A, the Company and Party A's other Affiliates under the Compliance Requirements, and shall advise Party B:

5.5.1.1 that the engagement/transfer poses no issues, in which case nothing further is required under this Article; OR

5.5.1.2 that the engagement/transfer poses no risk for Party A's joint operation of the Joint Venture with Party B, but poses risk regarding Party B's continued provision of one or more of the Party B Support Services. In this case, Party B can choose either to:-

i. end its discussions for the engagement/transfer of the Myanmar Official and continue providing the Party B Support Service to the Company; or

ii. engage/transfer to the Myanmar Official and stop providing the Party B Support Service(s) to the Company; OR

5.5.1.3 that the engagement/transfer poses a risk both to the continued provision of Party B Support Service(s) AND to Party A's joint operation of the Joint Venture with Party B.

If Party A advises Party B pursuant to 5.5.1.3 above, Party B shall either: (a) end its discussions (or procure the other member of the Party B Group to end its discussions) for the engagement of/transfer to the Myanmar Official and continue the Joint Venture; or (b) proceed with the engagement of/transfer to the Myanmar Official and sell its Shares to Party A. If Party B elects to sell its

Shares to Party A, the consideration will be equal to the fair market value of the Shares as determined by an Independent Appraiser.

All notices and actions under this Article 5.5.1, including the sale and transfer of Shares to Party A pursuant to the immediately preceding paragraph, shall be completed within a reasonable period, subject to the approval of the MIC and/or other Relevant Authorities.

5.5.2 If, at any time after the incorporation of the Company, Party A believes, in its judgment, that Party B's provision to the Company of any of the Party B Support Services risks creating a violation of the Anti-corruption Laws or the Crown Anti-corruption Policy, Party A shall advise Party B. If any member of the Party B Group or any of their senior managers or officers becomes a Sanctioned Person, the Party that learns about such designation shall notify the other Party. If, after either such notice, Party B acts in a way that provides Party A with sufficient evidence of the elimination of such risk of violation of the Anti-corruption Laws or the Crown Anti-corruption Policy or if Party B eliminates its affiliation with such Sanctioned Person, then nothing further is required under this Article. If Party B does not take such actions, then (1) Party A shall have the right to immediately cause the Company to cease performance on such contracts with Party B or the Sanctioned Person as would create a risk to Party A of creating a violation of the Anti-corruption Laws or the Crown Anti-corruption Policy and/or suspend Party B's performance of one or more of the Party B Support Services; and (2) Party A may cause Party B to sell its Shares to Party A (or Party A's designee) at the fair market value of the Shares as determined by an Independent Appraiser. All notices and actions under this Article 5.5.2, including the sale and transfer of Shares pursuant to the immediately preceding sentence, shall be completed within a reasonable period, subject to the approval of the MIC and/or other Relevant Authorities.

5.5.3 Party B acknowledges that Party A has the obligation to ensure that the Company's vendors and sub-vendors, including Party B and the subcontractors and sub-agents who assist Party B in the performance of the Party B Support Services, comply with the Compliance Requirements. To that end, the Company and the Parties will work to create a pre-screening process for all vendors and sub-vendors to the Company, including sub-agents and subcontractors to Party B for the Party B Support Services. Such process will include written pre-approval of any subcontractors and sub-agents and periodic re-validation of existing vendors and sub-vendors. Party B shall be responsible for implementation of such process as it relates to its subcontractors and sub-agents and shall be liable to the Company and Party A for its failure to diligently implement such process, but shall not be liable to the Company and Party A for violations of the Compliance Requirements that

its diligent implementation of the pre-screening and re-validation processes cannot reasonably be expected to detect.

ARTICLE 6: CONDITIONS PRECEDENT

6.1 This Agreement is conditional upon the fulfilment of the following conditions (unless waived by both Parties in writing):-

(1) Party A has determined and is reasonably satisfied that the Company will be able to obtain sufficient United States Dollars from legally sourced funds within Myanmar for its operations at the available market rate;

(2) Party A has determined that the Joint Venture and the transactions contemplated hereunder do not infringe any applicable U.S. sanctions laws and regulations;

(3) Party B or its Affiliate is legally authorized, having obtained all necessary written government approvals, consents and authorizations, to supply natural gas to the Company [on terms reasonably satisfactory to Party A and Party B or its Affiliate having entered into an agreement for the supply of natural gas to the Company on terms reasonably satisfactory to Party A;

(4) Party B is able to procure duty-free import treatment and customs clearance for the machinery, spare parts and materials used for the construction of the Can Plant and zero commercial tax;

(5) Party B is able to procure duty-free import treatment and customs clearance for the raw materials imported by the Company for 5 years commencing from the date of its incorporation and 2% or lower import duty thereafter;

(6) Party B is able to procure duty-free export treatment for the export of aluminium scrap material by the Company from Myanmar;

(7) Party B shall apply and obtain approval from the relevant authorities for income tax deduction by the Company for the depreciation in land and infrastructure;

(8) The documents prepared by Party B for submission to the MIC and other relevant authorities pursuant to Article 5 have been approved by Party A before submission;

(9) The Company has obtained the final Certificate of Incorporation, Investment Permit, the permit to trade and all other necessary registrations, permits, licences and approvals from the MIC and other Relevant Authorities for its operations and the Business (including operational licences and permits), on terms and conditions satisfactory to both Parties, which have not been revoked or amended, and where they are subject to conditions, such conditions being acceptable to both Parties and,

to the extent that such conditions are required to be fulfilled on or before a certain date, they are so fulfilled; and

(10) The Memorandum and Articles of Association of the Company being duly amended, filed and registered, showing and incorporating all of the various rights and obligations of the Parties under this Agreement.

(11) No legislation or regulation having been passed that would prohibit or materially restrict the implementation of this Agreement or the performance hereunder by either Party.

(12) In respect of the Site:

a. Party A being satisfied with the results of any due diligence (including non-financial assessment) or valuation undertaken in relation to the Company and the Site;

b. the Company holding satisfactory leasehold title in relation to the Site, with the lease agreement containing such terms and conditions satisfactory to Party A between the DUHD on one hand, and the Company on the other, being executed, stamped and registered with the Registration of Deeds Office; and

c. there being no legal challenge or stop-work order or protests made by any non-governmental organisations and governmental authorities on the development of the Site prior to the commencement of physical works on the Site.

ARTICLE 7: REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 Each Party represents and warrants that:

(1) it has the capacity to enter into and perform this Agreement and all transactions and agreements contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement and all transactions and agreements contemplated herein have been or will be properly taken; and

(2) it will not breach any other agreement or arrangement by entering into or performing this Agreement and this Agreement when signed will have been duly executed by it and will be valid and binding upon it in accordance with its terms.

7.2 Party B represents and warrants that:

(1) it is able to contribute its in-kind portion of the Capital in the manner and form set out in this Agreement;

(2) the Site has not been pledged in whole or in part to secure or guarantee any obligations; that there are no encumbrances or other liens on the Site; that to the best of its knowledge, there are no claims by third parties relating to the Site; and that all previous grants of rights to the Site have been legally terminated;

(3) the Site is in compliance, in all material respects, with, all applicable limitations, restrictions, conditions, standards, prohibitions, requirements and obligations of applicable laws regarding environmental-matters and related orders of any court or other Relevant Authorities, and it has not been and are not in material violation of or liable under, any applicable laws regarding environmental-matters. It has no reasonable basis to expect, nor has it received, any actual or threatened order, notice, or other communication from any person of any actual or potential violation or failure to comply with any applicable laws regarding environmental-matters, or of any actual or threatened obligation to undertake or bear the cost of any environmental, health, and/or safety liabilities with respect to any of the building(s) or any other properties or assets therein (whether real, personal, or mixed) in which it may have an interest, or with respect to any property or building at or to which hazardous materials were generated, manufactured, refined, transferred, imported, used, or processed, or from which hazardous materials have been transported, treated, stored, handled, transferred, disposed, recycled, or received;

(4) subject to the matters disclosed in the Disclosure Letter, neither it nor any other member of the Party B Group nor any of its or their senior managers or officers is a Sanctioned Person and no agency, department or instrumentality of the Myanmar government or any armed group owns, directly or indirectly, any equity interest in any member of the Party B Group;

(5) Subject to the matters disclosed in the Disclosure Letter which relate exclusively to the Party B Group's behaviour unrelated to the Joint Venture, it and the other members of the Party B Group will not deal or transact with any person or entity that is a Sanctioned Person or is owned directly or indirectly by Burmese Ministry of Defense, including the Office of Procurement; any state or non-state armed group including the military; or any entity in which any of the foregoing own a 50% or greater interest, it and other members of the Party B Group further certify that they will not in future deal or transact with any such person, including all such persons listed in the Disclosure Letter, in any matter for or on behalf of the Company without the prior written approval of Party A; and

(6) it will not nominate or suffer any Sanctioned Person to serve as a Company director or propose engagement of any Sanctioned Person as an employee of or contractor to the Company.

7.3 Party B undertakes that:

(1) it shall use best efforts to assist the Company to liaise with the DUHD to ensure the DUHD's compliance with the terms of the Lease;

(2) the Company shall not be required to pay any amount under the Lease and Party B shall be wholly responsible for any amounts required to be paid by the Company under the Lease (including but not limited to any amount payable as rent or for breach of the Lease); and

(3) the Company will not be required to transact any business with the Government of Estonia pursuant to Mr. Tun Tun Win's appointment as Honorary Consul to Estonia for Myanmar.

ARTICLE 8: TECHNOLOGY TRANSFER AND SERVICES

8.1 Within 3 months from the date of incorporation of the Company, the Parties shall cause the Company to enter into a Patent, Trademark and Technology License Agreement (which shall be in the form and contain such terms and conditions as specified by Party A and/or its Affiliate whereby the Company shall pay an annual royalty to Party A or its Affiliate) at the rate of 1% of net sales of the Products manufactured and sold by the Company (the **"Royalty Fee"**).

8.2 Within 3 months from the date of incorporation of the Company, the Parties shall cause the Company to enter into a Services Agreement with Party A (which shall be in the form and contain such terms and conditions as specified by Party A) whereby the Company shall pay to Party A, a service fee of 0.5% (zero point five percent), of net sales of the Company per annum (the **"Service Fee"**).

ARTICLE 9: SUPPLY/PURCHASE COMMITMENT

9.1 Within 3 months from the date of incorporation of the Company, Party B shall enter into a fifty (50) year term supply agreement with the Company (the **"Supply Agreement"**) in the form attached as Appendix B, under which Party B will agree to purchase and will cause all of its Affiliates to purchase 100% of their requirements of the Products to be filled at the can filling lines of Party B or its Affiliates in Myanmar from the Company, Party A or its Affiliates, so long as such Products are manufactured by the Company, Party A or its Affiliates, and such Products match the technical specifications of Party B or its Affiliates, and the net price of such Products is not more than 8% higher than the net prices offered for the same mix of Products by other third parties, and such net price to include all costs for delivery of the Products to the can filling lines of Party B or its Affiliates in Myanmar.

The Company shall accord priority to Party B and its Affiliates in meeting any orders for Products and shall offer Products to Party B and its Affiliates on competitive terms, subject to the preceding 8% qualification.

The transferor of any Shares pursuant to Article 4.3 shall as a condition of the sale or transfer, cause the Transferee to enter into an agreement supplemental and on terms reasonably satisfactory to the other Party whereby the Transferee accepts and agrees to be bound by the terms of the Supply Agreement (subject only to such variations, additions and other alterations as may be necessary to make such covenant consistent with the Supply Agreement) and the Supply Agreement shall be read and construed and be binding on such Transferee as if the terms of such covenants were inserted in the Supply Agreement by way of addition or substitution or deletion, as the case may be.

9.2 The Company shall start up with 1 can body production line capable of the maximum capacity of approximately 650 million can bodies per annum at maturity. The Parties may consider increasing the Company's can body line capacity and/or establish a can end production line, only after the Parties have taken into account the total available capacity in Myanmar and if it is economically justifiable for both Parties to do so.

ARTICLE 10: BOARD OF DIRECTORS

10.1 The Board of Directors of the Company shall comprise of 5 Directors, 3 of whom shall be nominated by Party A (**"CROWN Directors"** and each a **"CROWN Director"**) and 2 of whom shall be nominated by Party B (**"TPD Directors"** and each a **"TPD Director"**). For the avoidance of doubt, no director's fees shall be paid to any Director.

10.2 The Chairman of the Board of Directors of the Company shall be a person nominated by Party A from one of the Directors. Such Chairman shall preside over all meetings of the Board of Directors. If the Chairman is not present within 15 minutes after the time appointed for holding the meeting, the Directors present shall, by the majority vote, elect one of them to exercise temporarily the rights and obligations of the Chairman.

10.3 If a seat on the Board is vacated by the resignation, illness, disability or death of a Director or by the removal of such Director during his/her office term, the Party which originally nominated him/her shall via written notice to the Board (and copied to the Company) nominate his/her successor to serve out the remaining term of such Director within 14 days from the date of the vacancy.

10.4 Meetings of the Board of Directors shall be held at such times and places as, taking account of the location and availability of the Directors, may be reasonably determined by the Chairman.

10.5 The quorum for a meeting of the Directors shall throughout the meeting be at least 2 Directors, with at least one CROWN Director and at least one TPD Director present. Provided that if no such quorum is present at the expiration of half an hour after the time appointed for the commencement of a meeting, such meeting shall thereupon stand adjourned to the same time and place seven days later and notice of such adjourned meeting shall forthwith be given to all Directors, and if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of such adjourned meeting, then any Directors who are present at such adjourned meeting shall constitute a quorum and shall be able to conduct the business of the Board, save for Board Reserved Matters (as hereinafter defined) which shall only be conducted in accordance with Article 10.6.

10.6 Each Director or his proxy is entitled to one (1) vote at each Board meeting. Matters listed in Schedule 1 (**Board Reserved Matters**) shall be tabled for determination by the Board and shall only be passed with the unanimous approval of the Board with at least one CROWN Director and at least one TPD Director present. All other matters to be resolved at a Directors' meeting shall be decided by a simple majority of votes. In case of an equality of votes, the Chairman shall have a casting vote.

10.7 If a Director is unable to participate in a meeting, he may issue a power of attorney and/or entrust a proxy to participate in the meeting or sign a resolution on his behalf, such power of attorney or instrument of proxy to be deposited at the registered office of the Company not less than 72 hours before the time of the meeting, The attorney or proxy may be, but is not required to be, a Director of the Company.

10.8 As permitted by the applicable laws, the Directors may participate in a Directors' meeting either in person or by means of telephone, radio, video, conference television or similar communication equipment or any other form of audio or audio-visual communication by which all persons participating in the meeting are able to hear and be heard by all other participants, for the despatch of business, to adjourn or otherwise regulate their meetings as they think fit and the quorum for such teleconference meetings shall be the same as the quorum required by a Directors' meeting provided in this Agreement. A resolution passed by such a conference shall, notwithstanding that the Directors are not present together at one place at the time of the conference, be deemed to have been passed at a Directors' meeting held on the day and at the time at which the conference was held and shall be deemed to have been held at the registered office of the Company, unless otherwise agreed. Each Director's participation in a meeting pursuant to this provision shall constitute presence in person at such meeting for all purposes of this Agreement.

10.9 To the extent permitted by applicable laws, a resolution in writing circulated to all Directors for the time being and signed by the requisite number of Directors shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one (1) or more Directors. Where a Director dissents, such

dissenting Director shall provide notice of his dissent to all Directors within seven (7) days of the circulation of the resolution in writing to him.

ARTICLE 11: SHAREHOLDERS' MEETINGS

11.1 A general meeting of shareholders shall be held within 18 months of the date of incorporation of the Company and a general meeting shall subsequently be held at least once in every 12 months on a date not more than 15 months after the holding of the last preceding general meeting. Subject to the foregoing, the Board of Directors may summon general meetings whenever they think fit. Such general meetings shall be presided over by the Chairman. At the written request of a Party holding not less than 20% of the Shares, the Board of Directors shall convene an extraordinary general meeting of shareholders.

11.2 The quorum for the holding of a shareholders' meeting shall be the presence of Parties representing at least 20% of the Capital of the Company, with at least one representative from Party A and one representative from Party B being also present. Provided that if no such quorum is present at the expiration of one hour after the time appointed for the commencement of a meeting, such meeting shall thereupon stand adjourned to the same time and place, fourteen days later (an "**Adjourned Meeting**"), and notice of such adjourned meeting shall forthwith be given to all Parties. No quorum shall be necessary at such Adjourned Meeting, provided, however, that at least one representative from each of Party A and Party B must be present at such adjourned meeting.

11.3 If a Party is unable to participate in a meeting, he may issue a power of attorney and/or entrust a proxy to participate in the meeting or sign a resolution on his behalf. The attorney or proxy may be, but is not required to be, a shareholder of the Company.

11.4 A proxy of a Party shall be entitled to attend and vote at any such meeting at which the Party appointing him/her is not personally present and generally to perform all the functions of the Party in his/her absence.

11.5 The instrument appointing a proxy shall be dated and signed by the Party and shall contain the following particulars:

a. the number of shares held by the Party;
b. the full name and address of the proxy; and
c. the meeting or meetings or the period for which the proxy is appointed.

If a proxy proposes to vote at a meeting, the instrument of appointment of the proxy must be deposited with the Chairman at or before the commencement of that meeting.

11.6 Resolutions involving the matters listed in Schedule 2 (**Shareholder Reserved Matters**) shall be referred by the Directors to the Parties and may only be adopted by the unanimous affirmative vote of all Parties present (with at least one Party A representative and one Party B representative present, in person or by proxy) at the meeting and entitled to vote.

11.7 All other resolutions may only be adopted by the affirmative vote of Parties present at the meeting and holding at least 51% of the Shares of the Company.

11.8 Each Share shall entitle the holder thereof to cast one (1) vote at any general meeting of shareholders.

ARTICLE 12: MANAGEMENT

12.1 **General Manager**

(1) The Board of Directors may appoint a general manager (the **"General Manager"**) for the Company and may entrust to and confer upon him any of the powers exercisable by the Board of Directors upon such terms and conditions and with such restrictions as the Board of Directors thinks expedient and may from time to time revoke, withdraw, alter or vary all or any of such powers. The General Manager shall be nominated by Party A.

(2) The General Manager shall implement the decisions of the Parties and the Board of Directors, the provisions of this Agreement and the Memorandum and Articles of Association of the Company, and shall have the power to lead, organize and carry out the management of the Company including but not limited to the following:

a. To organise the implementation of resolutions of the Board and Parties;
b. To decide on all matters in relation to the day-to-day business operations of the Company;
c. To draw up operational rules and regulations with respect to the operation and management of the Company, the division of labour and the responsibilities and functions of the Company staff and employees and to ensure that such rules and regulations are implemented;
d. To draw up an organizational structure suitable for the needs of the Business, appointing and dismissing all management personnel, and other staff of the Company and determining the rewards, disciplinary actions, incentives, promotions and salaries for such personnel and staff;
e. To draw up annual operating plans and such other plans for the Company for approval by the Board and ensuring that such plans are implemented;
f. To report the implementation of annual operating plans and other issues relating to the Business as requested by the Board of Directors;
g. To prepare and submit the Company's annual expenditure programmes, budget and final annual financial statements to the Board of Directors and Parties;

h. To recommend the plan for use of profits or for dealing with losses in the Business; and

i. To perform any function and address any other matters as requested by the Board, or as provided under this Agreement or Memorandum and Articles of Association of the Company.

(3) The General Manager shall be entitled and have authority to represent the Company in relation to all matters falling within the scope of the duties so delegated to him by this Agreement, the Memorandum and Articles of Association or the Board of Directors.

12.2 **Other Management Personnel**

Other management personnel of the Company shall report to and assist the General Manager and shall have such responsibilities as are specified from time to time by the General Manager.

ARTICLE 13: NON-COMPETITION

13.1 Neither Party A nor Party B shall, during the period of their ownership of Shares in the Company and for a period of five (5) years after the divestment of their Shares in the Company do, or attempt to do, any of the following within or in connection within the territory of Myanmar:

(1) directly or indirectly carry on or otherwise have an interest in, or be engaged in any business that is the same as or substantially similar to or that competes with the Company or the Business (including by providing the same or similar products or services or engaging in similar activities), save that it is expressly accepted and agreed by the Parties that either Party (whether itself or through its Affiliates) shall not be prevented from undertaking any such business so long as the manufacturing operations of such business are situated outside a 500 mile radius (based on direct air miles) within the territory of Myanmar, from the Joint Venture's manufacturing plant, provided however that it shall first enter into discussions with the other Party in good faith before undertaking any such business with a third party;

(2) solicit or persuade any person whom they are aware is a customer or client of the Company, to cease doing such business with the Company or reduce the amount of business that the customer or client would normally do or otherwise have done with the Company;

(3) take any action whatsoever with a view to enticing any employee of the Company into alternative employment. or

(4) take any action whatsoever with a view to enticing any employee of the other Party into alternative employment.

13.2 Each of the Parties hereby acknowledges that:

(1) each of the Articles 13.1(1), 13.1(2) and 13.1(3) constitutes an entirely separate and independent restriction on it and shall be read and construed independently of the other covenants therein contained so that if one or more should be held to be invalid in any jurisdiction as an unreasonable restraint of trade or for any other reason whatsoever, then the remaining covenants shall, as to such jurisdiction, be valid to the extent that they are not held to be so invalid, or if any restriction shall be found to be void in any jurisdiction but would be valid if some part thereof were deleted, or the period or the area of application reduced, such restriction shall, as to such jurisdiction, apply with such modification as may be necessary to make it valid or effective, and the legality, validity and enforceability of such covenant(s) or restriction in any other jurisdiction shall be unaffected; and

(2) that the duration, extent or application of each of the restrictions is no greater than is necessary for the protection of the goodwill of the business to be carried on by the Company;

ARTICLE 14: FINANCIAL AFFAIRS AND ACCOUNTING

14.1 Bank Accounts

The Company shall open bank account(s) in United States Dollars and Myanmar Kyat with such bank(s) legally operating in Myanmar as may be decided by the General Manager. Any transaction and operation of the Company shall have to be carried out through accounts opened at such bank(s). The accounts signatory shall be a person designated by the Board of Directors.

14.2 Accounting System

(1) The financial accounting system of the Company shall be established in accordance with international accounting practice, and in conformity with the principles and standards of Myanmar accounting system, and the laws of Myanmar.

(2) The Company shall use USD as the functional currency for accounting records.

(3) The Company shall ensure that its accounting records are kept in an accurate, adequate and up-to-date systematic manner, in the English language.

(4) At the end of each financial year of the Company, the Board of Directors shall cause to be drawn up a set of financial statements for the Company (including balance sheet and profit and loss statement) and shall also prepare a Directors' report and any other relevant financial statements. The aforesaid financial statements and Directors' report shall be prepared in accordance with the laws of Myanmar and shall be approved by a resolution of the Board of Directors.

(5) The Parties agree to adopt a policy of financial management of the Company which will enable the Company to hedge against such risks in respect of such financial matters as foreign exchange and currency devaluation and interest rate fluctuation.

14.3 **Audit**

The financial statements and Directors' report shall be audited annually by an international accounting firm licensed or otherwise authorized to carry out audit in Myanmar.

14.4 **Fiscal Year**

The Company shall adopt the period commencing on 1 April and ending on 31 March as its fiscal year or such other period as allowed under applicable law and agreed by the Parties.

14.5 **Profit and Loss / Dividends**

Commencing from the first profit-making year, after completing its obligation to pay taxes and other financial obligations in compliance with the law and fully paying (or reserving adequate amounts to fully pay) all debts and other liabilities due, at least 50% of the remaining profit of the Company shall be distributed annually by way of dividend except when otherwise decided by the Board of Directors. The dividends shall be distributed to the Parties in proportion to their respective shareholding in the Company. Provided always that no dividends shall be declared by the Company until and unless all outstanding shareholders' loans, if any, have been repaid in full by the Company and the Company has adequate cash flow to meet its capital expenditure and operational expenses.

ARTICLE 15: JOINT VENTURE TERM

15.1 The term of the Joint Venture shall be 50 years, commencing on the Effective Date (the "**Term**"), unless terminated prior to the expiry of the Term as provided in this Agreement.

15.2 The Term of the Joint Venture may be renewable for a further term to be agreed in writing by the Parties.

ARTICLE 16: TERMINATION OF THE JOINT VENTURE

16.1 In the following situations, after discussion between the Parties, the Parties may terminate this Agreement and the Joint Venture by a mutual written agreement if:-

a. the Parties, by a unanimous resolution, decide to dissolve the Company before the expiry of the Term; or

b. the Parties do not proceed with their investment in the Joint Venture within the validity period of the Investment Permit issued by the MIC; or

c. the cumulative losses of the Company exceed eighty percent (80%) of its Capital and the Parties have been unable reasonably to agree on a programme for the restructuring of the Company's capitalisation; or

d. the Company becomes insolvent or is the subject of proceedings for liquidation or dissolution, ceases to carry on business or is unable to pay its debts as they become due.

16.2 Any Party may terminate this Agreement and the Joint Venture by written notice to the other Party if:-

a. the other Party defaults in any material obligation to be performed by it under this Agreement and:

(i) such default is not rectified within sixty (60) days of the Company's or any non-defaulting party's written notice of the default to the defaulting party; and

(ii) the Company or any non defaulting party gives notice of termination to the defaulting party following the expiration of such sixty (60) day period,

provided however, that Party A may not exercise its rights under this Article if it is the defaulting party and Party B may not exercise its rights under this Article if it is the defaulting party;

b. the Myanmar government imposes any law or regulation which restricts the sale of the Products, including any increase in taxes and duties on imported raw material, and which will render the Company materially unable to carry out its normal operations; and

c. the consequences of Force Majeure prevail for a period of more than six (6) months and the Parties are unable to find an equitable solution pursuant to Article 19.3.

16.3 If a Party is dissolved, becomes bankrupt, or is unable to pay its debts at a minimum amount of USD 100,000 altogether as they become due (the **"Affected Party"**), the other Party (the **"Non-affected Party"**) shall have the right to terminate this Agreement and the Joint Venture by delivering a written notice to the Affected Party. In such case, as permitted by the applicable laws, the Non-affected Party shall have the first right to acquire, at a cash consideration equal to the fair market value of the Shares as determined by an Independent Appraiser, the Shares owned by such Affected Party.

16.4 The termination or expiry of the Joint Venture shall result in the termination of this Agreement.

16.5 Upon the termination of the Joint Venture and this Agreement pursuant to Article 16.1 (b), Party A shall procure the Company to transfer the lease to the Site to Party B or such other entity as Party B may designate, if legally possible. Upon the expiry or termination of the Joint Venture and this Agreement, except where a Party has exercised its right to acquire the Shares of the other Party under this Agreement, the Company shall be dissolved and liquidated pursuant to this Article 16.5. The Parties shall pass a special resolution at the general meeting of Parties in favour of such dissolution and liquidation of the Company and the liquidation of the Company shall commence in accordance with the laws of Myanmar and all of the Company's assets shall be liquidated and the proceeds shall be divided among the Parties in proportion to their respective shareholding in the Company, save that all then outstanding Parties' loans shall first be fully repaid in accordance with Article 4.2.

16.6 Upon termination of this Agreement, the provisions of this Agreement shall cease to have effect save as may be necessary to give effect to the Surviving Provisions or in relation to any antecedent claims which may have arisen between the Parties.

ARTICLE 17: BREACH

17.1 In the event that any Party fails to perform or abide by any of its obligations under this Agreement and fails to correct the breach within sixty (60) days from receipt of the notice from a non-defaulting Party, it shall be deemed to have breached this Agreement. Such breach of contract shall be deemed a continuous breach until it is remedied in accordance with the relevant provisions of this Agreement.

17.2 In the event that any breach by any Party causes expenses, liabilities, or losses to any other Party, in addition to any rights of termination that may arise under Article 16, the breaching Party shall be responsible for indemnification of such other Party for the expenses, liabilities, or losses directly caused by such breach.

ARTICLE 18: APPLICABLE LAW AND SETTLEMENT OF DISPUTES

18.1 The execution, interpretation, amendment and resolution of disputes in relation to this Agreement shall be governed by the laws of Myanmar.

18.2 Any dispute arising out of or in connection with this Agreement between the Parties (a **"Dispute"**), shall first be notified in writing to the other Party with a view to being settled amicably by the Parties wherever practicable without recourse to litigation.

18.3 Failing resolution of a Dispute within 30 days, the matter shall be referred exclusively to the SMC and the SIAC for final and binding resolution by confidential med-arb in accordance with the SMC-SIAC Med-Arb Procedure (**"Procedure"**). The Mediator

shall be mutually agreed by the Parties within 3 Business Days of first referring the dispute to the SMC; failing which, the Mediator shall be selected in accordance with the Procedure. The Parties agree to conclude the mediation proceedings within 14 Business Days from the date of commencement of mediation.

18.4 Failing settlement within 14 Business Days from commencement of mediation, the Parties hereby agree to submit the Dispute to final and binding confidential arbitration at the SIAC and agree that the arbitration shall be conducted under the Expedited Procedure under Rule 5 of the SIAC Rules (4th edition, 1st July 2010). The arbitral Tribunal shall comprise of 3 arbitrators to be appointed by the Chairman of the SIAC.

18.5 The mediation and arbitration proceedings and award/determination shall be in English.

18.6 The rights and remedies under this Article 18 shall be without prejudice to the right of any Party in a Dispute to pursue interim, interlocutory and/or equitable remedies such as injunctions and specific performance in any applicable court of law. The arbitration fee shall be borne by the losing Party unless otherwise determined by the arbitral award. Each Party shall bear its own legal fees.

18.7 During the course of arbitration, this Agreement shall continue to be performed except for the disputed provision under arbitration, except when the suspension of the performance of the disputed provision affects the other operations of the Company such that the performance of the rest of this Agreement becomes so difficult as to be reasonably beyond the contemplation of the Parties. In the latter case, the performance of a Party's obligations under this Agreement shall be deemed suspended until the disputed provision has been resolved.

ARTICLE 19: FORCE MAJEURE

19.1 Any obligation of a Party (other than pursuant to Article 19) will be suspended to the extent and for the period that performance of such obligation is prevented by any cause beyond its reasonable control (**"Force Majeure"**), including but not limited to, acts of nature, laws, regulations, orders or proclamations of any governmental entities, judgments or orders of any court of law, acts of war whether declared or undeclared, terrorism, riot, civil strife, labour disputes, explosions, fires, earthquakes, volcanic eruptions or other natural calamities, provided that an inability to meet an obligation to pay money will not be deemed an event of Force Majeure (unless such inability is caused by government intervention or regulation).

19.2 The Party whose obligations or any of them are suspended by reasons of any such event of Force Majeure will promptly give notice to the other Party and the Company of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, the expected duration thereof and any action to be taken by that Party to overcome the Force Majeure and will provide to the other Party and the

Company such documentary proof of the Force Majeure as is reasonably obtainable. Such Party will resume performance as soon as reasonably possible.

19.3 When an event of Force Majeure occurs, the Parties shall immediately consult each other in order to find an equitable solution and shall use all reasonable efforts to minimise the consequences of such Force Majeure.

ARTICLE 20: CONFIDENTIALITY

20.1 The Parties covenant and agree that, except as provided below, none of them will make, issue, or release, from and after the date hereof, any public announcement, press release or public statement of the existence of the material terms, conditions, and status of the transactions provided for herein without the prior written consent of the other Party.

20.2 The Parties shall, during the term of this Joint Venture and thereafter until the information properly comes into the public domain, maintain the secrecy and confidentiality of, and not disclose to any third party, any proprietary or any other information which is disclosed at any time during or for the purpose of negotiation of this Agreement or the incorporation or operation of the Company or which is considered secret and confidential by any Party. The Parties shall take all reasonable measures to ensure that their employees, agents and Affiliates comply with the confidentiality obligations set forth herein.

20.3 Each Party shall be free to comply, however, with the disclosure and notification requirements of the laws of its country of incorporation or business or the requirements of any stock exchange or regulatory body thereof by which it may be bound.

ARTICLE 21: NOTICES

21.1 All notices and other communications required or permitted hereunder, to be effective, shall be made in writing, including facsimile, and shall be deemed to have been duly given and received (a) when delivered by hand against receipt; (b) if mailed, seven (7) Business Days after deposit in the official airmail, registered with postage prepaid; (c) in the case of facsimile, when sent during usual business hours at the place of business of the addressee, if an answerback or usual evidence of transmission confirmation is received; and (d) if sent by courier, when actually received, and in any event, sent to the Parties to their respective addresses as notified in writing from time to time to the other Party.

21.2 Any Party may change its address for the purposes of this Article by notice in writing duly given to the other Parties.

21.3 The initial addresses and facsimile numbers of the Parties for the purposes of this Agreement are:

CROWN Asia Pacific Holdings Pte. Ltd.
Address: 10 Hoe Chiang Road
#19-01, Keppel Towers
Singapore 089315
Tel No.: +65-64239798
Facsimile No.: +65-64239768
Email: frank.koh@crowncork.com.sg
Attn: Mr. Frank Koh

Taung Pyar Dan Company Limited
Address: No. 15, Junction Square Compound, between Pyay Road and
Kyun Taw Road, Kamayut Township, Yangon,
Myanmar, 11041
Tel no.: (951) 2306666, 2305888
Facsimile No.: N/A
Email: win@sslcoltd.com
Attn: Mr. Tun Tun Win

ARTICLE 22: MISCELLANEOUS

22.1 No amendment to this Agreement will be valid unless such amendment is in writing and duly executed by the Parties and approved by the relevant authority under the laws of Myanmar.

22.2 This Agreement comprises 23 Articles and is made in the English language in 4 copies with each Party retaining two copies each.

22.3 This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

22.4 In the event of any conflict between this Agreement and the Memorandum and Articles of Association, the terms of this Agreement shall prevail, to the extent permitted by law.

22.5 This Agreement will be governed by and construed in accordance with the laws of Myanmar and will become effective on the Effective Date subject to the fulfilment of all the conditions precedent as set out in Article 6 (unless any such condition is waived by both Parties in writing).

22.6 The failure of any Party hereto at any time to require performance by any other Party of any provision of this Agreement shall not be construed as a waiver of any right under this Agreement.

22.7 If any provision of this Agreement is deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any part of this Agreement, which shall be construed as if such illegal or unenforceable provision or provisions had not been inserted in this Agreement, unless the severability of such illegal or unenforceable part would destroy the underlying business purposes of this Agreement.

ARTICLE 23: RE-ORGANISATION OF THE COMPANY

23.1 In the event that at any time:

(i) Party A's total shareholding in the Company falls below fifty-one percent (51%); or

(ii) there is any change in this Agreement or Memorandum and Articles of Association or vitiation of any provision thereof brought about by operation of law or otherwise and which change would, in Party A's opinion, be prejudicial to its interests; or

(iii) any legislation or regulation is introduced in Myanmar, compulsorily transferring or otherwise depriving Party A of its shareholding interest in the Company or any part thereof;

then, as soon as practically possible, the Parties will take all such steps and do all such things whereby the name of the Company is changed by deleting the word "CROWN" and adopting such other name as shall not incorporate the word "CROWN" or any other word which bears any resemblance or similarity to or is likely to be confused with the word "CROWN" and the Company shall immediately cease the use of the name of "CROWN" and trademarks licensed to the Company pursuant to Article 8.1, on its Products or other assets.

Schedule 1: Board Reserved Matters

1. Conduct any activity other than the Business or enter into any contract, transaction, arrangement or commitment except in the ordinary course of business.

2. Acquire a company or business or all or substantially all of the assets of a business, subject to the greater approval rights of the Parties as set forth in Schedule 2.

3. Sell, transfer, lease, assign or otherwise dispose of all or at least 50% of the undertaking, property and/or assets of the Company (based on the Company's then latest audited accounts).

4. Enter into any joint venture, consortium, partnership or profit- or revenue-sharing agreement.

5. Enter into any agreement or obligation with any person, company or other entity which is an Affiliate of any Party except for the following:

   i. Purchase of cans, ends, machines, spare parts or technical support;

   ii. Aluminium hedging contracts;

   iii. Reimbursement of material/service procured on behalf of the Company;

   iv. Transfers of any fixed assets;

   v. Patent, Trademark and Technology License Agreement as agreed in the Joint Venture Agreement;

   vi. Services Agreement as agreed in the Joint Venture Agreement;

   vii. Insurance payments; or

   viii. Employment contracts between the Company and the staff seconded from Party A.

6. Create any charge, debenture, lien or other encumbrance over the whole or any part of the fixed assets of the Company outside of the ordinary course of business.

7. Other than in the ordinary course of business, borrow any sum other than from a party agreed by the Parties, all such borrowings to be on an arm's length commercial basis.

8. Give any guarantee or indemnity to secure the liabilities or the obligations of any person or make any payment on behalf of any person outside of the ordinary course of business.

9. Materially alter the accounting standards or principles previously adopted by the Company for the preparation or presentation of any individual or consolidated financial statements (except if required by law).

10. The capitalization of any profits of the Company, otherwise available for distribution.

11. Enter into any material long term or capital commitment outside the ordinary course of business.

12. Make any loan or advance outside the ordinary course of business.

13. Commence any proceedings for the winding up or legal reorganisation of the Company or any subsidiary.

14. Change the balance sheet date or alter the accounting period of the Company.

15. Set or change the dividend or distribution policy of the Company, or declare, make or pay a dividend or another distribution.

16. Incorporating a new subsidiary.

Schedule 2: Shareholder Reserved Matters

1. Amending or varying the Memorandum and Articles of Association or adopting a new Memorandum and Articles of Association; changing in any way the constitution or other constitutional documents of the Company or pass any resolution inconsistent therewith.

2. Save as provided, altering the issued share capital of the Company; creating, allotting or issuing any shares or securities in the Company; altering the shareholding of the Company, or granting any options or rights to convert into Shares, or in any way encumbering the shares of the Company.

3. Repurchase of any Shares by the Company.

4. Liquidation, dissolution or termination of the Company in any circumstance other than pursuant to Article 16.5 of the Joint Venture Agreement.

5. Approval of any assignment, sale or disposal of all or part of a Party's shareholding to any other party, except for the assignment and transfer pursuant to Article 4.3(1)(g), Article 4.3(3), Article 4.3(4) and Article 5.5.

6. Incorporating a new subsidiary.

7. Ceasing or materially changing the Company's Business.

8. Approving any public listing or initial public offering or rights issue by the Company.

9. Undertake any substantial acquisition or disposal of any assets which value exceeds 50% of the Company's net assets in a financial year (based on the Company's then latest audited accounts) save as provided in the Company's annual budget.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

On behalf of
CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

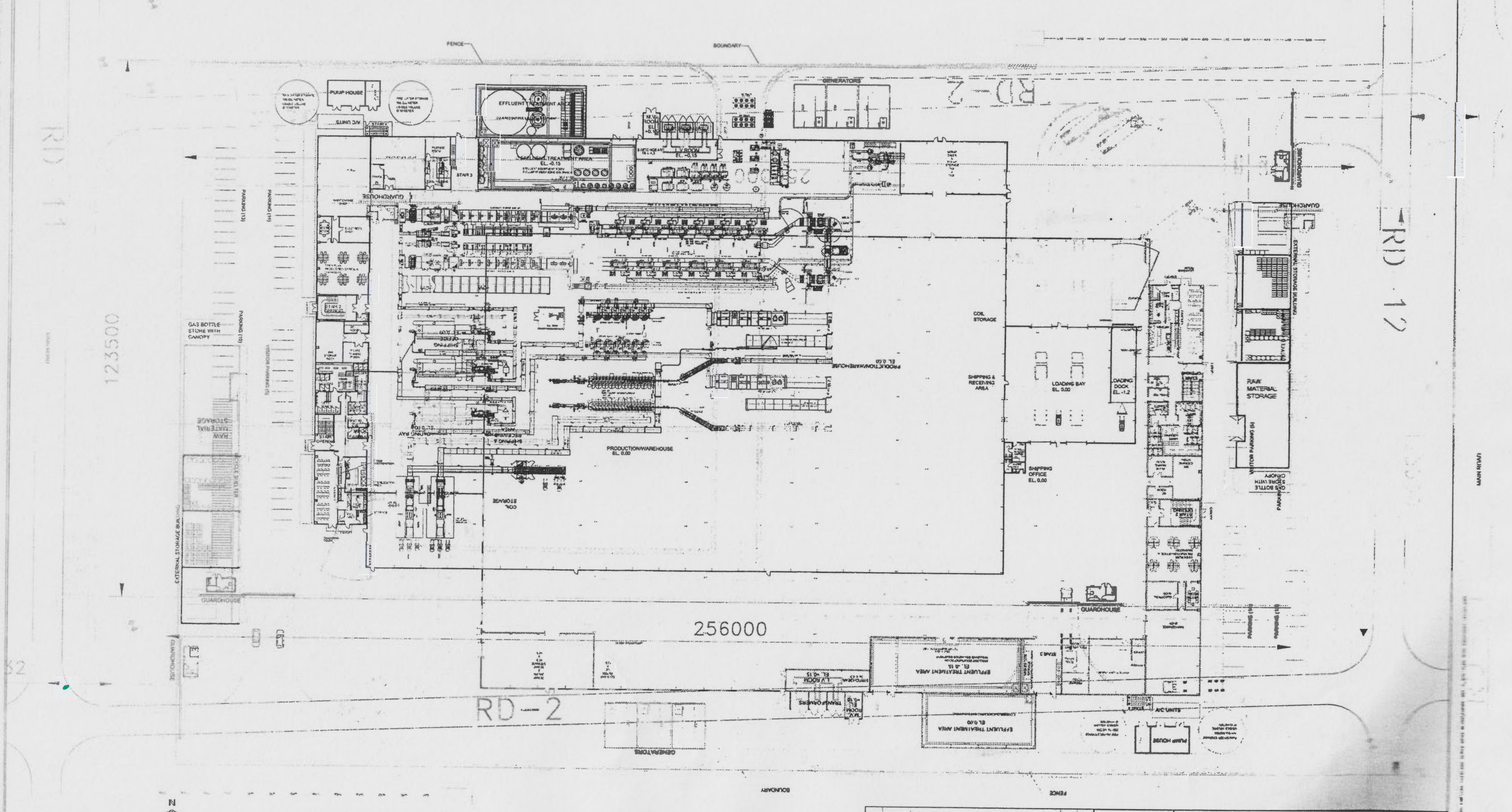
____

Name: Robert Henry Bourque, Jr.
Title: President – Asia Pacific Division

On behalf of
TAUNG PYAR DAN COMPANY LIMITED

____

Name: Tun Tun Win
Title: Director

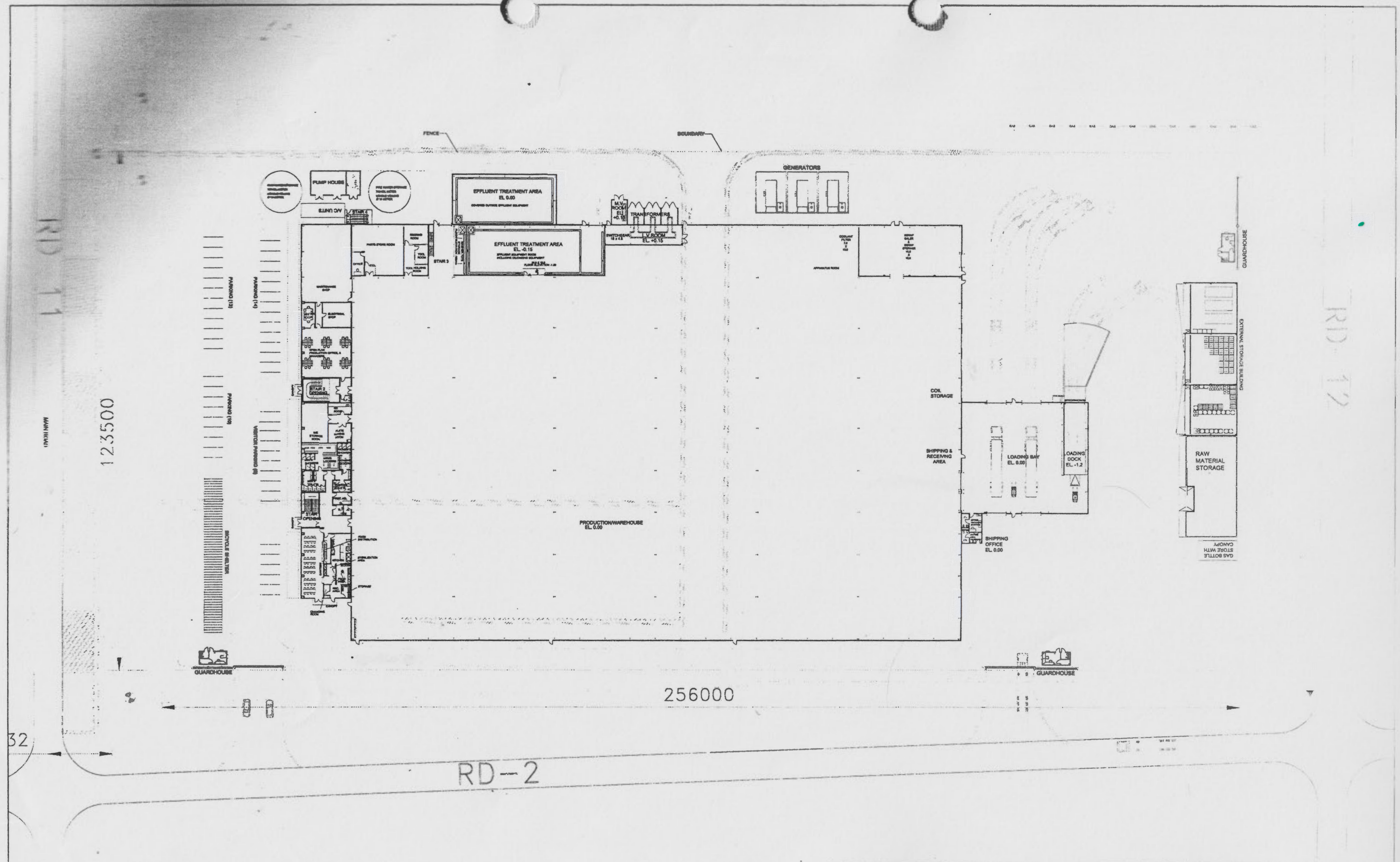


Rev.	Date	Revisions	By	Apr
0	02/02/16	FIRST ISSUE	CS	RF
1	03/11/16	UPDATED EQUIPMENT LAYOUT	CS	RF
2	08/24/16	EXTENDED EXT. WALL AT EAST SIDE FOR BLDG. EXPANSION	TC	RF

CROWN
Brand - Building Packaging
Project Management & Engineering

SITE PLAN WITH EQUIPMENT LAYOUT

Plant Empire, Burma
CAD File Name 1604-A...
Scale 1:400
Design Engr C.SMITH
Draftsman C.SMITH



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CROWN

Brand - Building Packaging.

Project Management & Engineering

SITE PLAN WITH EQUIPMENT LAYOUT

Plant Empire, Burma

CAD File Name 1604-A102-2-SITE LAYOUT WITH EQUIPMENT.dwg

Scale 1:400 | Paper size A1 | Date [illegible]

Design Engr C.SMITH | Checked By

Draftsman C.SMITH | Proj Mgr J.DEE

Plant Name-Project Number [illegible] | Sheet | Rev

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PATENT TRADEMARK AND TECHNOLOGY LICENSE AGREEMENT

This is a PATENT, TRADEMARK AND TECHNOLOGY LICENSE AGREEMENT (the "**Agreement**"), dated as of (the "**Effective Date**"), between CROWN PACKAGING TECHNOLOGY, INC., a Delaware corporation with offices at 11535 South Central Avenue, Alsip, Illinois 60482 ("**Licensor**"), and CROWN BEVERAGE CANS MYANMAR LIMITED, a company incorporated in Myanmar and having its registered office at [ ] ("**Licensee**").

Background

WHEREAS, Licensor is a wholly-owned subsidiary of Crown Holdings, Inc. and Licensee is a joint venture company in which Crown Holdings, Inc. owns a controlling interest;

WHEREAS, Licensee is in the business of developing, manufacturing, marketing and selling containers and related products and providing services related to such products (collectively, the "**Business**");

WHEREAS, Licensor is the owner of certain trademarks, patents and patent applications, and know-how (as those terms are defined below) (collectively, the "**Intellectual Property**");

WHEREAS, Licensee wishes to obtain a license from Licensor to use the Intellectual Property in the Business; and

WHEREAS, Licensor wishes to grant such a license, in accordance with the terms and conditions contained in this Agreement.

Term

NOW, THEREOFRE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Licensor and Licensee agree as follows:

1. Grant of License

(a) Licensor hereby grants to Licensee, as of the Effective Date, a perpetual, non-exclusive right under the Patents and the Know-How to develop and manufacture any products employing the Patents and the Know-How (the "**Licensed Products**") in Myanmar to use and sell the Licensed Products, provide services related to the Licensed Products, and otherwise to commercially exploit the Patents and the Know-How in the Asia Pacific region (except in Japan, Australia and New Zealand), excluding the right to grant sublicenses. "**Patents**" shall mean all inventions, patents and patent applications, whether existing as of the Effective Date or thereafter created, including without limitation all continuations, divisionals, continuation-in-part, certificates of invention, re-issues and re-examinations thereof relating to metal packaging product technologies that are or have been in commercial use on or prior to the Effective Date. "**Know-How**" means any and all technology, know-how, trade secrets, processes formulae, technical information, data, drawings, plans, specifications, formulations and reports, and all other general and specific

knowledge, experience, techniques and information, whether in written or machine-readable form or not, owned by Licensor and relating to metal packaging product technologies that are or have been in commercial use on or prior to the Effective Date.

(b) Licensor hereby grants to Licensee a non-exclusive license to use the Trademarks in connection with the Licensed Products in the Asia Pacific region (except in Japan, Australia and New Zealand), provided that the general level of quality of the Licensed Products equals or exceeds the general level of quality of similar products provided by Crown Holdings, Inc., and its Affiliates. Licensee shall be responsible for monitoring such quality and for reporting any material deficiencies to Licensor. In addition, Licensee shall submit to Licensor, upon Licensor's request, representative samples of signs, brochures, and other advertising or promotional material bearing the Trademarks and used in connection with the Licensed Products. Licensor may from time to time retain at its own expense a third party to investigate, evaluate and otherwise monitor the Licensed Products to ensure that the quality control standard set forth herein are being met. For purposes of this Agreement, **"Trademarks"** means any and all trademarks, trade names, service marks, trade designs and trade dress associated with the Business, which were owned by Licensor as of the date hereof and which are used now or in the future in connection with metal packaging product technologies that are or have been in commercial use on or prior to the Effective Date.

(c) Licensee will, during the term of this Agreement, periodically inform Licensor as to developments and improvements to the Patents and Know-How created by Licensee, and to other new inventions and discoveries relating to metal packaging product technologies that are or have been in commercial use on or prior to the Effective Date which may be useful in the Business (collectively, **"Developments"**).

In the event that Licensee develops new inventions which Licensor deems patentable, Licensor will, at its discretion and with the cooperation of Licensee, cause a patent application to be filed in the United States in the name of the inventors and Licensee will cause the inventors at the appropriate time to assign such applications to Licensor. Licensor, to the extent it deems it necessary or desirable, will cause applications for patents on such inventions to be filed in Licensor's name in such jurisdictions outside the United States as it chooses. The inventions described in all such applications and all other Developments are hereby transferred and assigned to Licensor, and will automatically be considered to be "Know-How" licensed to Licensee under this Agreement, and any patents resulting from such applications will automatically be considered to be "Patents" licensed to Licensee under this Agreement. To the extent it has not already done so, Licensee agrees to enter into appropriate agreements or modify existing agreements with its employees to ensure that any Developments created by Licensee's employees, and any patent applications covering such Developments, are freely assignable to Licensor or its designee.

2. <u>Royalties and Reporting Requirements</u>

(a) In consideration of the license granted hereunder, Licensee will pay to Licensor, within thirty (30) days after each calendar quarter, a royalty (the "Royalty") equal to **1%** of Net Sales of all Licensed Products. **"Net Sales"** shall mean the gross sales of Licensed Products by Licensee, less payments for any Licensed Products purchased from Licensee's affiliated companies, net of Value Added Tax and less any allowance for sales or fiscal taxes and duties which may be included in the gross sales price. All payments to Licensor hereunder will be made in U.S. Dollars.

(b) Where withholding tax is required to be deducted from the Royalty payable, in accordance with the law, the Licensee shall deduct such tax amount from the Royalty and pay the net amount to the Licensor and shall at the same time, furnish to the Licensor, the withholding tax receipt evidencing payment of the same.

(c) Licensee will furnish a written statement, in substantially the form of Exhibit A, with each payment showing the amount of Licensed Products sold by Licensee during the preceding calendar quarter and any other data that is necessary or convenient, in Licensor's opinion, to substantiate and support the amount of each Royalty payment.

(d) Inspection Of Records And Payments: The Licensee shall for the purpose of enabling the Licensor to verify the accuracy of any statement submitted to the Licensor or whether or not any payment is due from the Licensee pursuant to this Agreement: (i) may from time to time provide the Licensor (as the Licensor reasonably require) with a certificate from independent auditors certifying the accuracy of any such statements and payments; and (ii) permit its books and records to be examined from time to time and to give such other information as may be necessary or appropriate to verify the Royalty payment.

3. Other Obligations of Licensee

(a) Confidentiality: Licensee acknowledges and agrees that the Know-How and patent applications include information which is confidential and proprietary, and Licensor and Licensee shall each treat such information as confidential and proprietary, using such reasonable precautions to safeguard the confidentiality of such information as it uses to protect its other confidential information.

(b) Marking: Licensee shall comply with the patent laws of all countries in which the Licensed Products are sold and the requirements of Licensor relating to the marking of products with suitable patent notices.

(c) Registered User Requirements: Licensee will, on behalf of both parties and at its expense, take whatever action it deems necessary or desirable to comply with registered user or similar filing requirements of, or to otherwise cause the license granted under this Agreement to be registered with, the appropriate authorities of the government of any jurisdiction in which Licensee believes such compliance or registration to be necessary or desirable. Licensor will fully cooperate in such efforts in all reasonable ways.

4. Prosecution and Maintenance of Patents and Trademarks; Infringement Claim

(a) Licensor shall have primary responsibility for defending the validity of the Patents and Licensor's ownership of the Patents, Trademarks and Know-How, for prosecuting any pending applications for patents and trademarks under this Agreement , for seeking patent protection for such Developments as it deems advisable to maintain the Patents, and for taking such steps as Licensor deems advisable to maintain the Patents and Trademarks, and for taking such steps as Licensor deems advisable to protect the Patents, Trademarks and Know-How against infringement. Licensor may in its discretion cease the maintenance of any Patent or Trademarks to the extent that it deems such maintenance in its reasonable discretion to be no longer necessary or desirable for the Business.

(b) In furtherance of Licensor's duties and obligations under this Section, Licensee shall promptly notify Licensor of any unauthorized use or infringement by any third party of any Patent, Trademark or Know-How which Licensee deems material. Licensor, alone or jointly with Licensee, may prosecute or defend any claim or action alleging infringement by any third-party or any other claim or action involving any Patent, Trademark or Know-How. Licensor may conduct each such prosecution or defense as it deems prudent and may enter into any settlement or compromise of such claims or actions, provided, however, that if Licensor enters into any settlement or compromise which would result in the abandonment of any rights under a Patent, Trademark or Know-How which is in current use, Licensor must notify Licensee of the settlement or compromise and provide an

opinion of patent counsel demonstrating the rationale for that result. In the event that Licensor prosecutes or defends any legal action with regard to the Patents, Trademarks or Know-How, Licensee shall cooperate fully with Licensor in such prosecution or defense and shall, upon Licensor's request, become a party to any such action, provided that, in the case of actions alleging infringement by a third party, Licensee is reimbursed for all of its reasonable out-of-pocket expenses incurred in connection therewith. Licensor, after deducting its reasonable legal expenses and any reimbursed expenses of Licensee, shall retain all the balance of all amounts recovered in any claim or action (whether by judgment, award, settlement, or otherwise).

5. Warranty Disclaimer; Indemnification

(a) Licensor makes no representation, guarantee or warranty, express or implied, as to the validity or enforceability of the Patents or Trademarks, as to whether any Patent, Trademark or Know-How infringes or is being infringed by any intellectual or proprietary rights of any third party, or as to the results to be expected from the use of any Know-How or of any invention contained in the Patents or from the manufacture or sale of any product employing the Know-How or Patents. Licensor shall have no responsibility to Licensee or to others with respect to the ability of Licensee to use or enforce the Patents, Trademarks and Know-How, for the quality or performance of any products manufactured under any Patent, Trademark or Know-How manufactured or sold by Licensee, including without limitation products liability claims, or for any failure in production, design or operation of any product employing any Patent, Trademark or Know-How manufactured or sold by Licensee. In no event shall Licensor be liable to Licensee for indirect, special, incidental or consequential damages under this Agreement.

(b) Licensee will indemnify, defend, and hold Licensor harmless against any liability, loss, cost or expense arising out of or resulting from the use of any Patent, Trademark or Know-How, or from the manufacture, use or sale of Licensed Products, including any claimed infringement of the patent or other proprietary rights of any third party. Each party will give prompt notice of any such action, suit or claim, including, without limitation, any assertion by any third party that Licensee's use of any Patent, Trademark or Know-How constitutes patent infringement, trademark infringement, trade secret infringement, or any other tortious act. Licensor shall defend, compromise or settle any such action, suit, or claim, at Licensee's expense and with Licensee's full cooperation and, if Licensee so chooses, participation.

6. Term and Termination

(a) This Agreement shall commence on the Effective Date and shall remain in effect in perpetuity unless terminated earlier pursuant to Subsections 6(b) or 6(c).

(b) Any party may terminate this Agreement at any time in the event of a material breach of any of its terms by the other party in accordance with the following procedure. The party alleging breach shall deliver written notice of such breach to the other party and allow such party sixty (60) days after the delivery of such notice in which to cure such breach. If the breach is not cured, then this Agreement shall terminate on the date specified in a notice of termination delivered after the expiration of the sixty (60) day cure period. For breaches relating to the payment of money, the cure period shall be seven (7) days.

(c) Any party may terminate this Agreement immediately upon written notice to the other in the event that the other party goes into liquidation, bankruptcy or receivership or becomes a party to any procedure for the settlement of its debts or to dissolution proceedings; or the Licensee ceases to be an Affiliate of Crown Holdings, Inc.

(d) Any party's failure to terminate this Agreement for any one or more acts or instances constituting a breach shall not be construed as a waiver, express or implied, of such party's right to terminate for any other act or instance of like or different nature.

7. Effect of Termination: Upon termination of this Agreement for any reason, Licensee will have the right to complete and sell or use all Licensed Products produced or in the process of being produced before notice of termination given by Licensor, and to sell or use all Licensed Products in Licensee's possession on the date of termination, provided Royalty Payments are made on all such sales in accordance with Section 2 of this Agreement. In the event of termination of this Agreement, the grant of all rights from Licensor to Licensee under the Patents, Know-How, and Trademarks in this Agreement, including sub-licenses, are revoked, and Licensee will return to Licensor all information, stored in any form, relating to Know-How and all non-public information, stored in any form, relating to Patents or Trademarks. The duties of confidentiality under Section 3(a) and marking under Section 3(b) survive any termination of this Agreement.

8. Assignment, Sublicensing: Licensee will not, without prior written notice to Licensor, assign or transfer to a third party all or any part of its rights or duties under this Agreement. For purposes of this Agreement, an **"Affiliate"** of any party is any entity which controls, is controlled by, or is in common control with, such party. Licensee may not sublicense any or all of the Patents or Know-How to any third party.

9. Miscellaneous:

(a) Any notice or consent required to be given under this Agreement shall be in writing and shall be deemed given if personally delivered, sent by facsimile transmission with confirmation of receipt, sent by overnight courier, or sent by first class mail to the parties at the following addresses:

If to Licensor:

Crown Packaging Technology, Inc.
11535 South Central Avenue
Alsip, IL 60482
United States of America
Phone: 708 – 239-5000
FAX: 708 – 239-5010
Attention: President

If to Licensee:

CROWN Beverage Cans Myanmar Limited
[address]
Phone:
FAX:
Attention:

or to such other addresses as each party may designate in writing from time to time.

(b) This Agreement shall be construed in accordance with the laws of the State of Illinois, may be amended or modified only by writing executed by all parties, and shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(c) Any disputes arising out of or relating to the execution of this Agreement or the breach, termination, or invalidity thereof shall be attempted to be settled through friendly consultations between the Parties. Any Party may, however, by giving the other Party sixty (60) calendar days' written notice, submit any dispute which is not settled by consultation or mediation to arbitration through the International Chamber of Commerce ("ICC") in accordance with the Rules of Arbitration of the ICC for the time being in force, which rules are deemed to be incorporated by reference in this Article. The proceedings shall be conducted in the English language and shall be held in Chicago, IL.

The arbitration tribunal shall consist of three (3) arbitrators to be appointed by the Parties.

An arbitral award shall be final and binding on all Parties and may be enforced by any court or judicial authority having competent jurisdiction over a Party or its assets against whom the arbitral award is to be enforced.

The arbitration fee shall be borne by the losing Party unless otherwise determined by the arbitral award. Each Party shall bear its own legal fees.

During the course of arbitration, this Agreement shall continue to be performed except for the disputed provision under arbitration, except when the suspension of the performance of the disputed provision affects the other operations of the Company such that the performance of the rest of this Agreement becomes so difficult as to be reasonably beyond the contemplation of the Parties. In the latter case, the performance of a Party's obligations under this Agreement shall be deemed suspended until the disputed provision has been resolved.

(d) This Agreement sets forth all of the promises and undertakings between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CROWN PACKAGING TECHNOLOGY, INC.

____

By:
Name:
Title:

CROWN BEVERAGE CANS MYANMAR LIMITED

____

By:
Name:
Title:

EXHIBIT A
ROYALTY REPORTING STATEMENT

Draft

SERVICES AGREEMENT

This SERVICES AGREEMENT ("**Agreement**") is made on this [ ].

Between:

(1) CROWN Beverage Cans Myanmar Limited, a company incorporated in Myanmar and having its registered address at [ ] (hereinafter referred to as "**Client**");

and

(2) CROWN Asia Pacific Holdings Pte. Ltd., a company incorporated in Singapore and having its registered address at 10 Hoe Chiang Road, #19-01, Keppel Towers, Singapore 089315 (hereinafter referred to as the "**Service Provider**").

(The Client and the Service Provider are individually and separately referred to as the "**Party**" and collectively referred to as the "**Parties**")

WHEREAS the Client is desirous of engaging the Service Provider for management and support services to ensure the smooth operations of the Client; and the Service Provider agrees to provide the Client with such management and support services upon the terms and conditions set forth herein.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1.0 SCOPE OF SERVICES

1.1 The Client hereby engages the Service Provider and the Service Provider hereby accepts the engagement to render the following services (hereinafter referred to as the "Services") to the Client on a continual basis, and as required by the Client from time to time, to the extent consistent with its capabilities:

(a) Finance

(i) Assistance in drawing up of any rolling forecasts, budgets for each fiscal year of the Client, containing reasonably detailed revenue, expenses, capital expenditure and working capital;

(ii) Conduct of annual internal audits;

(iii) Assistance in cash flow controls, foreign exchange risk management and procurement of financial support and facilities;

(iv) Assistance in Risk Management and insurance required.

(b) Material Costs Reduction

(i) Services in connection with new material qualification and cost reduction projects.

(c) Engineering / Technical

(i) Services in Line support and trouble shooting and conduct of annual mechanical audits.

(d) Quality/ Environment, Health and Safety ("EHS")

(i) Services to ensure quality, address customer complaints and conduct of annual quality audits;

(ii) Services to ensure compliance with local regulations on Environment & Protection, implements plant safety working conditions and improve the management of resources, usage and waste, and conduct of annual EHS audit.

(e) Services with respect to management and operations of the Client in general, inclusive of, without limitation to:

(i) Assistance in achieving sales and marketing objectives and procedures for the business of the Client for each fiscal year;

(ii) Recommendation in setting-up and/or improvement of management and administration systems and procedures, including organization structures, advice on administrative and management problems encountered by the Client on an on-going basis;

(iii) Provision of support services with regard to the accounting system, using the modules of sales order processing, purchase order processing, logistics and accounting;

(iv) Arrangement for staff training in respect of the operations and management of the Client;

(v) Establishment of the management information systems and controls;

(vi) Advice and guidance in managing the day-to-day operational and business issues and implementation of internal controls;

(vii) Assistance in sourcing and negotiating material prices, including service improvement and rationalization of products specifications;

(viii) Assistance in recruiting management positions and guidance in formulating personnel policies;

(ix) Assistance with information technology ("IT"), such as the development of IT policies and directives, remote access/offsite support for the email system, intranet, VPN, anti-virus; and

(x) Advice on legal, tax and corporate secretarial matters, including the review of contractual agreements and local tax compliance.

(f) Services with respect to expansion of the business of the Client, including but not limited to assistance in creation of new businesses or the participation in or acquisition of new businesses.

(g) Other services with respect to management and operations of the Client as may be requested by the Client from time to time.

1.2 For the purpose of the Services hereunder, the Client shall gratis furnish the Service Provider all pertinent documents, data and information available to it within a reasonable time and give such assistance as may be reasonably required by the Service Provider for carrying out the Services hereunder.

2.0 SERVICE FEE

2.1 In consideration of the Services rendered by the Service Provider hereunder, the Client agrees to pay a Service Fee of 0.5% of Net Sales, exclusive of commercial tax, goods and services taxes or similar taxes (the "**Service Fee**") to the Service Provider. **"Net Sales"** shall mean the gross sales of products manufactured and sold by the Client (the "**Products**"), less payments for any Products purchased from Client's affiliated companies, net of commercial tax and less any allowance for sales or/and fiscal taxes and duties which may be included in the gross sales price.

2.2 Where withholding tax or any other taxes (excluding commercial tax or similar taxes) are required to be deducted from the Service Fee or any other payments in accordance with any law or directive, the Client shall deduct such taxes and pay the net amount to the Service Provider and shall at the same time, furnish to the Service Provider, the withholding tax receipt evidencing payment of the same.

2.3 The Service Fee (net of the applicable withholding tax) shall be payable within thirty (30) days from the date of receipt by the Client of an appropriate invoice from the Service Provider, by wire-transfer to such bank account as the Service Provider may designate and notify in writing to the Client.

2.4 Such Service Fee covers the time cost (including overtime) of the Service Provider's employees, and shall not include the engagement cost of other consulting companies or any other costs.

3.0 SERVICE PROVIDER'S OBLIGATIONS

3.1 The Service Provider agrees to exercise all reasonable skill, care and due diligence and efficiency in the performance of the Services hereunder and shall carry out all its responsibilities in accordance with the recognized international professional standards.

3.2 The Service Fee payable to the Service Provider hereunder shall constitute its only remuneration in connection herewith and neither the Service Provider nor its personnel shall accept any trade commission, discount, allowance, other direct or indirect payment or other consideration in connection with or in relation to this Agreement or the discharge of its obligations hereunder.

3.3 The Service Provider shall have no benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used on or for the purposes hereof, unless it is mutually agreed otherwise in writing.

3.4 The Service Provider shall provide all the expert technical advice and skills which are normally required for the class and nature of the Services for which it is engaged hereunder.

3.5 Subject to the provisions of the Patent Trademark and Technology License Agreement entered into between the CROWN Group and the Client, the copyright or other proprietary rights in all information, reports, studies, manuals, object or source codes, flow charts, diagrams or any other documents prepared by the Service Provider under this Agreement in connection with the Services rendered hereunder shall be vested in the Client.

3.6 The Service Provider represents and warrants to the Client that none of the materials provided hereunder will in any way infringe upon the proprietary rights of others. This Clause shall survive any termination of this Agreement.

4.0 ASSIGNMENT

The Service Provider shall not subcontract, assign, transfer or otherwise make any other disposal of the whole or part of the Services hereunder to any third persons without the Client's prior written consent.

5.0 TERM AND TERMINATION OF AGREEMENT

5.1 This Agreement shall be effective from [ ].

5.2 This Agreement shall remain effective unless and until it is terminated by either Party

giving at least twelve (12) months' prior written notice to the other Party.

5.3 This Agreement shall terminate in the event the Service Provider and/or its Affiliates cease to be a shareholder of the Client. An "Affiliate" of the Service Provider means any other person or entity controlling, controlled by or under the common control with the Service Provider.

5.4 In the event any Party hereto fails to comply with any terms or conditions hereof, the other Party may terminate this Agreement by at least thirty (30) days' written notice to the Party in default after such failure remains unremedied for fourteen (14) days following the date on which such Party in default has received from the other Party the notice of such default.

5.5 Clause 7.0, 8.6 and 8.7 shall survive the termination of this Agreement.

6.0 NOTICES

6.1 All notifications or any other documents concerning hereto given between the Parties hereto shall be made in English.

6.2 All notices hereunder shall be made in writing and shall be deemed to have been duly served only if sending by hand, registered post, or facsimile to the registered address or facsimile number of the intended receiver or any other address as any Party may notify the other Party in writing.

7.0 CONFIDENTIALITY

The Parties hereto shall treat as strictly confidential information obtained or received by it or by its authorized representatives as a result of entering into or performing its obligations under this Agreement or relating to the negotiations or the provisions or subject matter of this Agreement save and except for such information as is in the public domain, such disclosure is required by laws regulatory or governmental body having jurisdiction over it and shall not, except with the prior written approval of the other Party, publish or otherwise disclose to any person any confidential information or use any Confidential Information otherwise than for the purpose contemplated by this Agreement.

This clause shall survive the termination of this Agreement.

8.0 GENERAL PROVISIONS

8.1 Words importing the singular also include the plural and vice versa where the context requires.

8.2 The captions herein are for the purpose of convenience only and form no part hereof. In no event shall they affect the interpretation hereof.

8.3 This Agreement represents the entire understanding of the Parties hereto relating to the Services. All other previous representations or agreements involving any of the Services, whether in writing or orally, against or contrary hereto shall be superseded by the latter. Any variation or change to the terms and conditions herein shall only be valid if documented in writing and signed by the authorized representatives of the Parties hereto.

8.4 The failure or delay of either Party to enforce or to exercise any term hereof or any right or remedy arising pursuant hereto, at any time or for any period of time, does not constitute and shall not be construed as a waiver of such term or right or remedy and shall in no way affect the Party's right to remedy, enforce or exercise it thereafter.

8.5 Should any provision of this Agreement or any part hereof be unenforceable, invalid or void under any applicable law, such provisions or part thereof shall not affect the validity or enforceability of the remaining provisions of this Agreement. In the case of invalidity or non-enforceability of any term or condition hereof, the Parties shall be obligated to substitute the invalid, unenforceable or void provision or part thereof with another condition as much as possible in line with the intended purposes of the original condition, failing which such unenforceable, invalid or void provision or part hereof shall be deemed severed from this Agreement and the remainder thereof shall remain in full force and effect.

8.6 This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of Singapore.

8.7 Any disputes arising out of or relating to the execution of this Agreement or the breach, termination, or invalidity thereof shall be attempted to be settled through friendly consultations between the Parties. Any Party may, however, by giving the other Party sixty (60) calendar days' written notice, submit any dispute which is not settled by consultation or mediation to arbitration through the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Article. The proceedings shall be conducted in the English language and shall be held in Singapore.

The arbitration tribunal shall consist of three (3) arbitrators to be appointed by the Chairman of the SIAC.

An arbitral award shall be final and binding on all Parties and may be enforced by any court or judicial authority having competent jurisdiction over a Party or its assets against whom the arbitral award is to be enforced.

The arbitration fee shall be borne by the losing Party unless otherwise determined by the arbitral award. Each Party shall bear its own legal fees.

During the course of arbitration, this Agreement shall continue to be performed except for the disputed provision under arbitration, except when the suspension of the performance of the disputed provision affects the other operations of the businesses of the Parties such that the performance of the rest of this Agreement becomes so difficult as to be reasonably beyond the contemplation of the Parties. In the latter case, the performance of a Party's obligations under this Agreement shall be deemed suspended until the disputed provision has been resolved.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

On behalf of
CROWN Beverage Cans Myanmar Limited

____
Name:
Title:

On behalf of
CROWN Asia Pacific Holdings Pte. Ltd.

____
Name:
Title:

Appendix A

Form of Party B Put Option Notice

[Date]

[BY REGISTERED MAIL AND/OR BY HAND]

To:

CROWN Asia Pacific Holdings Pte. Ltd.
10 Hoe Chiang Road
#19-01, Keppel Towers
Singapore 089315

Attn: Mr. Frank Koh

cc: CROWN Beverage Cans Myanmar Limited

Dear Sirs,

NOTICE OF EXERCISE OF PARTY B PUT OPTION PURSUANT TO JOINT VENTURE AGREEMENT OF 1ST JUNE 2016

We refer to the Joint Venture Agreement (the "Joint Venture Agreement") dated 1st June 2016 DULY ENTERED INTO between CROWN Asia Pacific Holdings Pte. Ltd. and Taung Pyar Dan Company Limited.

Terms defined in the Joint Venture Agreement have the same meaning herein.

PURSUANT to Article 4.3(3) of the Joint Venture Agreement, WE HEREBY give YOU Notice that we require you to purchase from us, in accordance with the terms and conditions of the Party B Put Option as stated in Article 4.3(3) of the Joint Venture Agreement, ALL of our Shares in the Company.

Such sale/acquisition shall be completed within a reasonable period from the date the Parties have been notified of the market value of the Shares by the Independent Appraiser, subject to the approval of the MIC and/or other relevant authorities.

In accordance with the Joint Venture Agreement, this Notice shall be governed by and construed in accordance with the laws of Myanmar.

Yours faithfully,

for and on behalf of
Taung Pyar Dan Company Limited

By : ____________________

Name : ____________________

Title : ____________________

APPENDIX B

SUPPLY CONTRACT

THIS CONTRACT IS MADE BETWEEN:

THE SELLER:	CROWN BEVERAGE CANS MYANMAR LIMITED
BANK DETAILS:	
VAT CODE:	
AUTHORISED REPRESENTATIVE:	

AND

THE BUYER:	**TAUNG PYAR DAN COMPANY LIMITED ("TPD")** **AND** **CONSUMER GOODS MYANMAR LIMITED**
BANK DETAILS:	
VAT CODE:	
AUTHORISED REPRESENTATIVE:	

The Parties Have Agreed as follows:

1. The Seller will sell and the Buyer will buy and will procure all its subsidiaries to purchase the Products upon the terms and conditions set out in the Schedule and the attached Conditions of Sale, which form part of this Contract. Any reference to "Buyer" in this Contract shall be deemed to include the individual subsidiaries of the Buyer.

2. For the avoidance of doubt, in the event Seller has excess, after having fulfilled 100% of Buyer's requirements, Seller shall have sole discretion to supply products to other customers on such terms as it may determine.

SCHEDULE

1. **Goods**: 2-piece empty aluminium beverage can body of any size ("Cans" as herein defined) with matching quantity of standard non-printed aluminium beverage stay on tab ends ("Ends" as herein defined), with the following sizes to be supplied as of the date of this Agreement (all sizes supplied at any given time are referred to as of that time as the "Current Products") :

- standard 202/211 330 ml Cans
- 202/204 330 ml sleek Cans
- 202/211 250 ml stubby Cans and
- 200/202 250 ml slim Cans

with the artwork and sample Cans agreed by both parties (Cans and Ends together hereinafter called "Can Sets" or "Products") and such other types of cans and ends which Seller desires to supply to the Buyer and Buyer desires to purchase from Seller.

The quality and packaging criteria of the Current Products is set out in Appendix 1 attached.

2.1 Price:

2.1.1 Base price per 1,000 Cans for standard 202/211 330 ml Cans and 202/204 330 ml sleek Cans is priced at Actual Costs re-grossed at a factor of 0.86 (costs / 0.86) (excluding value added tax ("VAT"), commercial tax and any other taxes that the government levied or may levy in the future) calculated based on the Pricing Model attached in Appendix 2 on Ex-Works basis (the "Base Price"). All delivery cost, freight and any relevant custom duties shall be borne by the Buyer.

The net metal weight for the standard 202/211 330 ml Cans and 202/204 330 ml sleek Cans is the same and individually equal to 10.40 grams, based on a metal gauge of 0.275 mm.

2.1.2 The Base Price per 1,000 Cans for 202/211 250 ml stubby Cans is based on the Pricing Model of the standard 202/211 330 ml Cans mentioned in Clause 2.1.1, after adjusting for the difference in net metal cost.

The net metal weight for the 202/211 250 ml stubby Cans is 9.90 grams, based on a metal gauge of 0.275 mm.

2.1.3 The Base Price per 1,000 Cans for 200/202 250 ml slim Cans is based on the Pricing Model of the standard 202/211 330 ml Cans mentioned in Clause 2.1.1, after adjusting for the difference in net metal cost.

The net metal weight for the 200/202 250 ml slim Cans is 9.15 grams, based on a metal gauge of 0.275 mm.

Subject to Clause 2.2, Buyer will be issued with invoices for the Base Price, subject to adjustments set out in the Pricing Model for Products supplied under Clauses 2.1.1,

2.1.2 and 2.1.3. Any increase or decrease in the Base Price compared to the Actual Costs for the quarter shall be adjusted for the following quarter.

2.1.4 The Buyer shall directly buy 100% of its Ends requirements from the Seller's sister plant located outside the territory of Myanmar throughout the Term of this Agreement, until such time the Seller has its own Ends manufacturing facility in Myanmar.

2.1.4.1 Prices of 200 diameter Ends for 250 ml slim Cans shall be the Actual Costs of the producing plant re-grossed at a factor of 0.86 (costs / 0.86) (excluding VAT, goods and services tax, commercial tax and any other taxes that the government levied or may levy in the future).

2.1.4.2 Prices of 202 diameter Ends for standard 202/211 330 ml Cans and 202/211 250 ml stubby Cans shall be the Actual Costs of the producing plant re-grossed at a factor of 0.86 (costs / 0.86) (excluding VAT, goods and services tax, commercial tax and any other taxes that the government levied or may levy in the future).

Ends are sold on Ex-works terms, and all delivery cost, freight and any relevant custom duties shall be borne by the Buyer.

2.2 **Purchase Commitment :**

2.2.1 The Buyer agrees to purchase and will cause all of its Affiliates to purchase 100% of their requirements in Myanmar for the Products from the Seller or its Affiliates, so long as such Products are manufactured by the Seller or its Affiliates, and such Products match the technical specifications of the Buyer, and the net price of such Products is not more than 8% higher than the net prices offered for such Products by other third parties on delivered basis. For the avoidance of doubt, this clause shall not apply to the purchase of any filled Products which are not capable of being filled by Buyer or its Affiliates in Myanmar.

2.2.2 If the net price of the Current Products is more than 8% higher than net prices offered for such Products by other third parties on delivered basis, the Seller shall have the last right of refusal to meet the competitive pricing for a volume not more than the volume in the Competitive Offer.

An offer by a third party shall constitute a "<u>Competitive Offer</u>" if it: -

(a) relates to 2-piece aluminium beverage Products that are of like grade and quality;

(b) involves a commercial quantity equal to 100% of Buyer's annual requirements for a particular Can size then supplied under this Agreement in Myanmar, with deliveries spread reasonably over a 12-month period, based on normal seasonality;

(c) is at net price that is 8% lower on delivered basis, after deduction of costs of aluminium and aluminium conversion costs and taking into account discounts, freight, duties, VAT or its equivalent and other costs;

(d) relates to the same period of supply in any calendar year during the Term of this Contract; and

(e) is in writing.

If Buyer receives a Competitive Offer, Buyer shall provide Seller with a copy of the Competitive Offer and provide such other information as Seller may request on the Competitive Offer. Seller shall be given the option to meet a Competitive Offer and to respond in writing within 7 working days of receipt of a copy of the Competitive Offer.

If the Seller agrees to meet the Competitive Offer, the new price under the Competitive Offer shall become effective on the later of the date such price would have taken effect under the Competitive Offer or 7 working days after Seller agrees to meet the Competitive Offer, and shall apply to a volume and period corresponding to the volume and period stated in the Competitive Offer only. If the Seller shall decline to meet the Competitive Offer, Buyer shall have 7 days to accept the Competitive Offer, in which case, Buyer may purchase the Products from the supplier who provided the Competitive Offer at a volume which is not more than the volume and for the period stated in the Competitive Offer. Upon the expiry or termination of the period of supply from the other supplier under the Competitive Offer, Seller shall be given the first right of refusal to resume supply of the volume of Products comprised in the Competitive Offer to the Buyer, but shall not be obliged to do so. If Buyer does not accept the Competitive Offer within such 7-day period, it shall be required to re-commence the procedure described in this Clause before it may purchase the Current Products from the other supplier.

Buyer shall not invoke this Clause before the date of expiry of 12 months from the date of first commercial delivery to the Buyer and not more than once in any calendar year during the Term.

3. Hedging of Aluminium:

3.1 Subject to the availability of hedging facilities to Seller through Seller's aluminium supplier, Seller may, from time to time, upon request of the Buyer enter into a binding commitment with a bank or aluminium supplier to fix the aluminium ingot price for a quantity of aluminium can sheet corresponding to the stipulated volumes for can bodies and can ends, in the schedule attached to the request in a fixed period of time at or lower than a stipulated price, subject to the Terms and Conditions and Procedures for Aluminium Hedge Transactions as set out in the Appendix 3 of this Contract. As the market conditions and mechanics for such hedging may vary from time to time, the Seller reserves the right to modify the provisions as set out in Appendix 3 at any time with notification to the Buyer.

3.2 Material will be consumed on a first-in-first-out basis. Whether or not Buyer elects to hedge metal, Buyer hereby indemnifies Seller or its affiliates against any interest (at LIBOR + 1% applied to days delayed) and warehousing and incidental costs (including, but not limited to costs associated with deferring or moving any related metal pricing position) charged by aluminium mills for any failure by Supplier to take delivery when ready, of shipments by the mills of tonnages ordered, which has arisen from shortfalls between volumes purchased by Buyer and aluminium orders placed by Buyer This indemnity shall survive the expiry or early termination of this Contract.

3.3 If Buyer does not decide to fix forward the price of aluminium as set out above, the Can prices shall be adjusted to reflect any changes from the actual to the base LME price in accordance with the Pricing Model set out in Appendix 2.

4. **Term of the Contract:** 50 years from the date of this Contract (the "Term") commencing from [date].

5. **Quantity:**

5.1 Subject to clause 2, Buyer shall purchase 100% of their requirements for Products for delivery during the Term. The minimum annual volume is estimated to be 300 million Can Sets. Minimum order is at least 250,000 Can Sets per design per run. However, the Seller reserves the right to increase the minimum order if the change-over time between each Can type increases significantly.

5.2 Subject to Clause 2.2, in the event Buyer's requirements exceed the Seller's capacity, Seller may supply Products through Seller's affiliate plants on terms acceptable to Buyer. If such terms are not acceptable to Buyer, Buyer reserves the right to purchase from other suppliers the excess requirements, provided however that, Seller's affiliate plants (i.e. plants owned or controlled by Crown Holdings, Inc. or its affiliates) shall have the last right of refusal to meet Buyer's excess requirements.

5.3 So long as TPD is the joint venture partner of the Seller, the Seller shall accord the Buyer priority in terms of service and capacity over all its other customers. Subject to mutual agreement, the Seller may maintain a certain safety stock level for the Buyer for certain high volume Can designs, provided always that the Buyer shall take full delivery of Seller's stock before requesting for a change in the Can design.

6. **Delivery:**

Empty Can Sets will be palletised, stretch-wrapped and delivered to Buyer's warehouses at the address stated on page 1 of this Contract. Delivery to other locations shall be billed to Buyer at Seller's actual delivery cost. Buyer shall be responsible for the unloading of the Products on delivery.

7. **Payment:**

Payments shall be by telegraphic transfer to Seller's bank account within 30 days upon delivery of Products. The price is quoted in US$ and payment shall be made in US$.

The Can Set price shall remain in US$ even if it is required by the law in Myanmar for payment to be made in the local currency Myanmar kyat. Payment in Myanmar kyat shall be at the prevailing Myanmar Central Bank's official selling rate between US$ and Myanmar kyat on the date of payment (the "Fixed Rate"). A surcharge will be imposed for any difference between the Fixed Rate and the Seller's costs of funds plus applicable margins imposed by the Seller's bank ("Market Rate") in accordance with Clause 4 of the "Conditions of Sales".

If Buyer fails to pay for the Products on time and the Seller has reasonable grounds to believe that such failure may persist, the Seller reserves the right to reduce the payment credit terms or require cash payment before making any delivery.

8. Can Design/Changes to Specifications:

8.1 A surcharge of US$1000 is payable by Buyer for each new design ordered if the Can off-take is less than 1 million Cans for a period of 12 months. The amount of the surcharge is subject to review by the Seller at the end of each year of this Contract and any reasonable increase will take effect in the following year, after notification to the Buyer.

8.2 If Buyer requires an amendment to its artwork, it must notify Seller in writing at least 14 working days prior to the amendment and call-off all Can Sets which are available in Seller's warehouse or any works-in-progress.

8.3 If Seller supplies Can Sets to third parties in Myanmar, Seller shall obtain Buyer's confirmation that the Can design does not infringe any of Buyer's trademarks, copyright or intellectual property rights. In the event of any dispute, a confirmation or opinion from the relevant authority in Myanmar on whether the design infringes the trademarks, copyright or other intellectual property rights of the Buyer shall be conclusive.

9. New Technology/ Special Product Requirements

9.1 Both parties shall co-operate in improving areas such as logistics and planning co-ordination for mutual benefit.

9.2 Special Products :

In the event Buyer decides to introduce special products to the market (the "Special Products") which are different from the Current Products, Supplier shall be provided with the first right to supply the products from its own plant or from its sister plants, as follows:

9.2.1 Buyer shall inform Seller of any request for Special Products in writing, accompanied with clear specifications of the Special Products requested. If within 30 days from receipt of Buyer's request for Special Products with specifications, the Seller concludes, in its reasonable discretion, that such Special Products are technically feasible and achievable by Seller's own plant or its sister plants using commercially reasonable efforts (including, without

limitation, securing access to innovations owned by third parties), Buyer and Seller shall then negotiate any required modifications to the terms of this Agreement, including timing of implementation, capital investments, modifications to the Pricing Model in Clause 2.1 of the Schedule and Appendix 2, delivery lead time etc. The Seller then shall implement such modifications in accordance with the negotiated terms. Such Special Products shall be considered "New Variants" as described in Clause 9.2.4 below.

9.2.2 In the event that Seller assesses it is feasible to implement the Special Products requested by Buyer but the Parties are unable to agree on the modifications to the terms of this Agreement (be it on pricing, lead time, capital investment, etc) (a "Deadlock"), Buyer agrees that the Current Products shall continue to be supplied to Buyer, without any disruption until the Deadlock is resolved. Both Buyer and Seller agree in good faith to use best efforts to resolve any Deadlock. If the Deadlock persists beyond [30] days, Buyer and Seller agree to refer the Deadlock to a third party arbitrator mutually acceptable to the Parties. Buyer and Seller hereby undertake to submit to the arbitrator, such relevant documents as the arbitrator may request. The arbitrator's decision shall be fair and equitable to the Parties and shall be final and binding.

9.2.3 Where any "New Variants" are requested by Buyer, Buyer agrees to give Seller reasonable lead time to prepare the necessary production capacity in connection therewith. Buyer and Seller agree to follow the general principle as set out in Clause 2.2.2 of the Schedule regarding price competitiveness, provided always that the Buyer shall not invoke Clause 2.2.2 before the expiry of 12 months from the date of first commercial delivery of the New Variant to the Buyer and not more than once in any calendar year.

9.2.4 For the purposes of this Agreement, a "New Variant" is any size and/or feature of an aluminium can or end that is not in commercial production by Seller as of the date of this Agreement. New Variants shall not include, without limitation, products that are not cans, products that are not made entirely of coated, alloyed aluminium, products that the Buyer intends to use for packaging of products other than those described in Appendix 1.

For the avoidance of doubt, in the event Seller decides not to supply such Special Products to Buyer (whether or not it is able to do so), Seller shall not be deemed to be in breach of this Contract and Buyer shall not be relieved of its obligations under this Contract. In the event the Seller decides not to supply such Special Products to Buyer, Buyer is entitled to source the Special Products from other suppliers.

9.3 If Seller manufactures and sells improved products utilizing new technology, it will make such products available to Buyer provided that such availability is not restricted by any legal requirements or other contractual obligation. Seller shall be entitled to reasonably increased prices for such improved products to recover and as a return on Seller's investment and as a premium for Seller's innovation, subject to Buyer's prior agreement on the extent of the increase.

10. Other Terms:

10.1 By entering this Contract, the Buyer is entitled to have access to the seamer technical support, expertise and advice provided by the Seller, subject to Seller's standard terms and conditions of service and at rates to be agreed.

10.2 The attached "Conditions of Sales" shall form an integral part of this Contract.

10.3 All of the terms and conditions of this Contract shall be binding on the successors and permitted assigns of the Buyer.

10.4 Buyer warrants (each for itself and as agent for and on behalf of each of its subsidiaries that:-

a. it has full power and authority to execute, deliver, enter into and perform its obligations under this Contract; and

b. the execution, delivery and performance of this Contract has been duly authorised and constitute legal, valid and binding obligations of the Buyer enforceable in accordance with their respective terms.

10.5 Notwithstanding the provisions as contained in this Agreement, if there are changes to the economic or financial environment or applicable laws or regulations governing this Agreement which affect the assumptions under which the Parties have entered into this Agreement, the Parties shall enter into negotiations in good faith in order to make such equitable adjustments to the affected terms and conditions of this Agreement.

This Contract is made in four copies in English. Two copies are to be retained by each party.

Dated :

SELLER	BUYER
CROWN BEVERAGE CANS MYANMAR LIMITED	TAUNG PYAR DAN COMPANY LIMITED
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
	CONSUMER GOODS MYANMAR LIMITED
	By: ______________________
	Name: ______________________
	Title: ______________________

CONDITIONS OF SALES

1. The Seller has agreed to sell and the Buyer has agreed to buy the goods specified in Item 1 of the Schedule to the Contract (the "Goods") at the price specified in Item 2 of the Schedule and the Delivery Period and Quantity specified in Items 4 and 5 of the Schedule. Terms used in the Contract and the Schedule have the same meaning in these Conditions of Sale.

2. Forecasts and Delivery

2.1 The Buyer shall give to Seller an annual forecasted volume (with breakdown by month) for each year of supply. The Buyer shall use best endeavours to provide such forecast at least 90 days before the commencement of the new calendar year.

2.2 Not later than the 15th day of each month (M), the Buyer will notify the Seller in writing of its required deliveries of Goods for the following month, which is M+1 and its preferred delivery dates ("Delivery Notice"). Not later than the 15th day of each month (M), the Buyer will notify the Seller in writing of its rolling forecast for 4 months, which is M+1, M+2, M+3 and M+4. The quantity for the first month (M+1) of the forecast shall be firm and the forecasted quantities for months M+2 , M+3 and M+4 shall be within 15% tolerance of the forecast provided. Any tolerance exceeding +/-15% of the forecast shall be subject to the mutual agreement of the parties.

2.3 Within 3 business days of the Delivery Notice, Seller will confirm the amount of Goods to be delivered in the following month and the delivery schedule, having regard to the Delivery Notice (the "Confirmed Delivery"). If a delivery which has been confirmed is delayed due to a cause other than an event of Force Majeure, Seller shall be given a reasonable time to rectify the cause of the delay and deliver the Goods to the Buyer, failing within the Buyer's sole remedy is to purchase the Goods from Seller's affiliate plants, at no additional costs to the Buyer. In the event Seller's affiliate plants are unable to deliver the Goods within the time specified by Buyer, Buyer's sole remedy is to purchase the undelivered Goods from an alternative supplier and charge the difference in cost to the Seller, Provided that:

a. Buyer shall use all reasonable endeavours to purchase the replacement Goods at the lowest possible price available to Buyer;

b. Buyer shall notify Seller of the replacement Goods and furnish Seller with such relevant documentary evidence prior to purchasing the replacement Goods; and

c. the replacement volume shall be the shortfall in the quantity of the Goods ordered or the minimum economic delivery quantity from an alternative supplier, whichever is the greater, provided that such economic delivery quantity shall not be greater than 1 million Can Sets.

The Seller shall in no event be liable for any loss or general, consequential or incidental damages incurred by the Buyer.

2.4 The Seller will not be liable for delay in, or failure of delivery caused by or due to any reason beyond the Seller's control including but not limited to flood, fire, earthquake or other natural disasters ("events of Force Majeure"). Delivery will be delayed until the cause or delay has been removed.

2.5 The Seller will be deemed to have fulfilled this Contract or any Confirmed Delivery under it by delivery of a quantity within +/- 10% of the quantity ordered, and the Buyer shall pay the contract rate for the quantity actually delivered.

2.6 All deliveries under this Contract are to be considered separate from other contracts between the Parties.

2.7 Goods will be at the Buyer's risk from date of receipt of the Goods. The Buyer will acknowledge a delivery in accordance with Clause 6 of the Schedule by signing the delivery note accompanying the delivery.

3. Payment

3.1 The Buyer will pay for all deliveries in accordance with Item 7 of the Schedule.

3.2 The Buyer will not be entitled to delay or withhold payment of the price or any part thereof on account of any claims for allowances or otherwise but shall pay the full amount for the Goods and this shall be condition precedent to any claims being payable. The withholding of any payment because of any claim shall render the claim invalid. No offset of account receivables with claims are allowed unless expressly agreed by the Seller.

3.3 Where the Buyer fails to comply with Clause 3.1 and/or 3.2, the Seller may, without prejudice to its other rights and in its own discretion:

(a) Terminate the Contract upon written notice to the Buyer retaining all Goods then in its possession to be dealt with as it sees fit; or

(b) Suspend production and/or Deliveries until such time as payment is made in full in which event, Seller may supply Goods to other customers using its excess capacity and on such terms and prices as Seller may decide at its sole discretion,

without liability to the Buyer for the consequences of such action.

Interest will be payable on any overdue amounts at rate of SIBOR + 0.75% per month or part thereof or any other index agreed by the Parties if SIBOR ceases to be published or widely used as a reference point.

4. Surcharge or Rebate for Exchange Rate Variance (Only applicable for payment in local currency if required by law)

A surcharge or rebate will be imposed on the price of the Goods (the "Surcharge") if there is a variance between the Fixed Rate and Market Rate on the date of payment, based on the following formula:-

(in the case of a surcharge) if MR > FR, S = (MR – FR) * SP
(in the case of a rebate) if FR > MR, S = (FR – MR) * SP

Where :

S : Surcharge in Myanmar Kyat

MR : the Market Rate (MR)

FR : Myanmar Central Bank's official selling rate on the date of payment

SP : Contract Price in US$ (as determined by Clause 2 of the Schedule)

In the event that any of the above components of the formula ceases to be published or available, or in the event of any currency changes, devaluation or revaluation, the Seller may adjust this formula.

5. Packaging Materials

All pallets, top frames and layer pads ("Packaging Materials") belong to the Seller. The Buyer is responsible to maintain/keep them in good condition and return them to the Seller and the Seller is responsible for the collection of the same. The Buyer shall assist the Seller to load the packaging materials onto the transport provided by Seller for transport back to Seller's premises. All pallets shall be: 1200 mm X 1000 mm, unless agreed between Buyer and Seller.

Both the representatives of the Buyer and the Seller agree to work together to ensure the swift return of the Packaging Materials on a weekly basis. Packaging statements shall be reconciled on every Wednesday of each week, except on public holidays in which case, it shall be on the next working day and signed off by both representatives. Any lost Packaging Materials shall be billed to the Buyer immediately. For

delivery to locations which do not make it feasible for Packaging Materials to be returned, packaging costs shall be charged at actual costs depending on the type of materials used.

The maximum acceptable loss-rate/tolerance is 5% of the number of Packaging Materials delivered to Supplier vs. number of Packaging Materials returned to the Supplier, applicable for layer pads only. There is no loss-rate/tolerance for pallets and top frame. Packaging Materials not returned in good and re-usable condition shall be charged to Buyer at the following rates:

a) Plastic pallet USD 39.00 per piece
b) Plastic layer pad USD 3.80 per piece
c) Plastic top frame USD 10.55 per piece
d) Wooden pallet USD 5.96 per piece
e) Paper Layer pad USD 0.28 per piece
f) Wooden Top frame USD 1.61 per piece

6. Claims and warranties

Seller warrants that Goods delivered shall conform in all material respect to agreed specifications. Seller does not make any other warranty, whether of merchantability, fitness or otherwise, express or implied in fact or by law.

(a) For *empty Cans*, the warranty shall not exceed 12 months after the date of shipment / delivery, provided that they are stored under proper storage and / or warehousing conditions.

(b) For *filled Cans*, the warranty shall not exceed 12 months after date of filling.

(c) Compensation in any case of damage and/ or loss under this warranty, shall not apply unless liability is proven, and shall be limited to replacement cost of the Goods only. In all circumstances, compensation shall exclude any general or incidental damages or for lost profits and/or any other consequential damages. However, in no event shall Seller incur any liability under this warranty, or otherwise, where the Goods are not packed, stored and distributed in accordance with good business practice; or where the alleged damage results from rust or outside corrosion occurring after receipt of Goods by Buyer or from improper capping, closing, crimping, filling and gassing operations by Buyer; or from the use of components other than those supplied by Seller; or where the Goods are exported, in an empty or filled state, to a foreign country.

(d) Any claim by the Buyer in respect of any apparent defects in the Goods must be made within 7 days of the date of delivery of those Goods. No claim will be entertained if the Buyer fails to follow the Seller's handling or use instructions given from time to time or if the claim is not lodged within the specified period.

7. General

7.1 Any and all confidential or proprietary information and designs of a Party shall vest in and/or remain such Party's intellectual and physical property.

7.2 Positive and negative films shall remain the Seller's property. The Buyer warrants that all artworks and specifications approved are in accordance with the law and do not infringe any trademarks, copyright or intellectual property rights of any third party.

7.3 Printing plates will remain the property of the Seller, and the utilization of the printing plates is for the sole purpose of the Buyer.

7.4 The Buyer shall not, without the previous consent in writing of the Seller, either (a) directly or indirectly export any empty containers to any country or place outside Myanmar or (b) knowingly cause, permit or be concerned in any such export or (c) sell or transfer any such empty containers to any person, firm or corporation whom the Buyer may or ought reasonably to expect to intend or to be in any way concerned with such export.

7.5 Any waiver by the Seller of its rights under the Contract shall in no way preclude it from relying and acting upon any breach or failure (subsequent or otherwise) on the part of the Buyer in the fulfilment of this Contract.

7.6 In the event of the Buyer committing an act of bankruptcy or going into liquidation or entering into any composition or arrangements with creditors, the Seller shall be at liberty to terminate this Contraet.

7.7 The Contract will expire automatically at the end of the Term and when the Seller has delivered all of the Goods in stock to the Buyer and the Buyer has made full payment to the Seller and all aluminium hedged has been consumed by Buyer.

7.8 This Contract is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Contract. To the degree that the Buyer may find it convenient to employ their standard forms, such as forms for purchase order or acknowledgement of order, in administering the terms of this Contract, the Buyer may do so but none of the pre-printed terms and/or conditions on such form shall be applicable to the sale of the Goods unless specifically accepted by the Seller.

7.9 The two parties committed that no disclosure of the existence or material terms of this Contract shall be made to any third party except if there is an agreement in written form made by the two parties.

7.10 The Contract is an Economic Contract under the laws of Myanmar and proceedings for enforcement may be brought before the Courts in Myanmar.

****

Appendix 1

1. **Quality Inspection Criteria :**

The following standards to be applied for all visual defects at incoming inspection for acceptance of batch delivered:

a. CRITICAL DEFECT: (AQL = 0.065 %)
b. MAJOR DEFECT: (AQL = 1.5 %)
c. MINOR DEFECT: (AQL = 10 %)

Cans supplied to be able to withstand filling for the following types of cans :

1) Carbonated Soft Drinks
2) Hot filled Products
3) Retortable Drinks (up to 121 Deg Celsius)

2. **Physical Can body Dimensions:**

To be supplied when available.

Schedule 1

Definitions and Interpretation

A. General Definitions

Wherever used in this Agreement, the following terms have the meanings opposite them:

"*Authority*" means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

"*Business Day*" means a day when banks are open for business in Myanmar, Singapore and the United States of America;

"*Commencement Date*" means the date of delivery of the first can manufactured by the Borrower to its customer, such date to be notified by the Borrower to the Lender;

"*CROWN Loan*" means the loan amount specified in Recital B or, as the context requires, its principal amount from time to time outstanding;

"*Dollars*" and "*US$*" means the lawful currency of the United States of America;

"*Interest Rate*" means 4% per annum or such other rate as may be agreed between the Lender and the Borrower.

"*Loan Currency*" means Dollars;

"*Person*" means any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;

"*Taxes*" means any present or future taxes, withholding obligations, duties and other charges of whatever nature levied by any Authority.

B. Interpretation

In this Agreement, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) a reference to an Article, Party or Schedule is a reference to that Article or Schedule of, or that Party to, this Agreement;

(d) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement; and

(e) a reference to a Party includes that Party's successors and permitted assigns.

Schedule 2

Repayment Schedule

TPD Loan Repayment Date	PRINCIPAL AMOUNT US$'000
23rd day of the 42nd calendar month from Commencement Date	500
23rd day of the 45th calendar month from Commencement Date	500
23rd day of the 48th calendar month from Commencement Date	500
23rd day of the 51st calendar month from Commencement Date	500
23rd day of the 54th calendar month from Commencement Date	500
23rd day of the 57th calendar month from Commencement Date	500
23rd day of the 60th calendar month from Commencement Date	500
23rd day of the 63rd calendar month from Commencement Date	500
23rd day of the 66th calendar month from Commencement Date	500
23rd day of the 69th calendar month from Commencement Date	500
23rd day of the 72nd calendar month from Commencement Date	500
23rd day of the 75th calendar month from Commencement Date	500
23rd day of the 78th calendar month from Commencement Date	500
23rd day of the 81st calendar month from Commencement Date	500
23rd day of the 84th calendar month from Commencement Date	500
	7,500

Appendix 2 – Pricing Model

Simulated Pricing Model for standard 202/211 330 ml Can body for Buyer :
All figures in USD unless otherwise indicated
All numbers are for illustrative purposes only

Annual volume Assumptions (million Cans)	250	500
LME (USD/MT)	2,000	2,000
Bodystock conversion cost (USD/MT)	750	750
202 endstock conversion cost (USD/MT)	2,000	2,000
Can body selling price (Avg USD/'000) - Non-coated (ex-works)	81.66	63.77
Total cost per '000 (incl tech & mgt fee)	70.39	54.97
Net aluminium costs (USD/thousand)	32.39	31.89
Transport in cost (USD/thousand)	0.40	0.40
P&D (USD/thousand)	3.90	2.60
Other material & consumables (USD/thousand)	2.60	1.53
Packaging materials (USD/thousand)	1.20	1.20
Labour costs (USD/thousand)	9.68	5.08
R&M expense (USD/thousand)	1.25	1.25
Utilities - Gas (USD/thousand)	1.00	0.90
Utilities - Electricity (USD/thousand)	1.90	1.80
Utilities - Water (USD/thousand)	0.13	0.13
Other manufacturing costs (USD/thousand)	3.24	1.42
Overhead (USD/thousand)	3.07	1.61
Fixed cost/ depreciation (USD/thousand)	8.42	4.21
Cost before Tech & Mgt fee (USD/thousand)	69.19	54.03
Margin %	14.0%	14.0%
Selling price before Tech & Mgt fee; at cost re-grossed at a factor of 0.86 (USD/thousand)	80.45	62.82
1% Tech fee (USD/thousand)	0.80	0.63
0.5% Mgt fee (USD/thousand)	0.40	0.31
Total Can body selling price (Ex-works) (USD/thousand)	**81.66**	**63.77**

Note :
1) Depreciation is taken over the total Cans production volume of the Seller.
2) Net aluminum costs shall change in accordance with the net weight of the Cans, depending on Can size purchased.
3) Selling price can change significantly depending on total production volume as indicated above.
4) Freight to Buyer's factory shall be charged at actual costs without mark-up.
5) The figures contained herein are for illustration purposes only and are subject to adjustments based on actual costs.

Example to illustrate adjustment to Net Aluminum costs for different packaging size :

Description	Std 202/211 330 ml	Stubby 202/211 250 ml	200/202 250 ml slim
Net weight (gms)	10.40	9.90	9.15
LME (US$ per MT)	2000	2000	2000
Metal cost (US$ per 1000)	20.8	19.8	18.3
Difference (US$ per 1000)	-	-1.00	-2.50

This means :

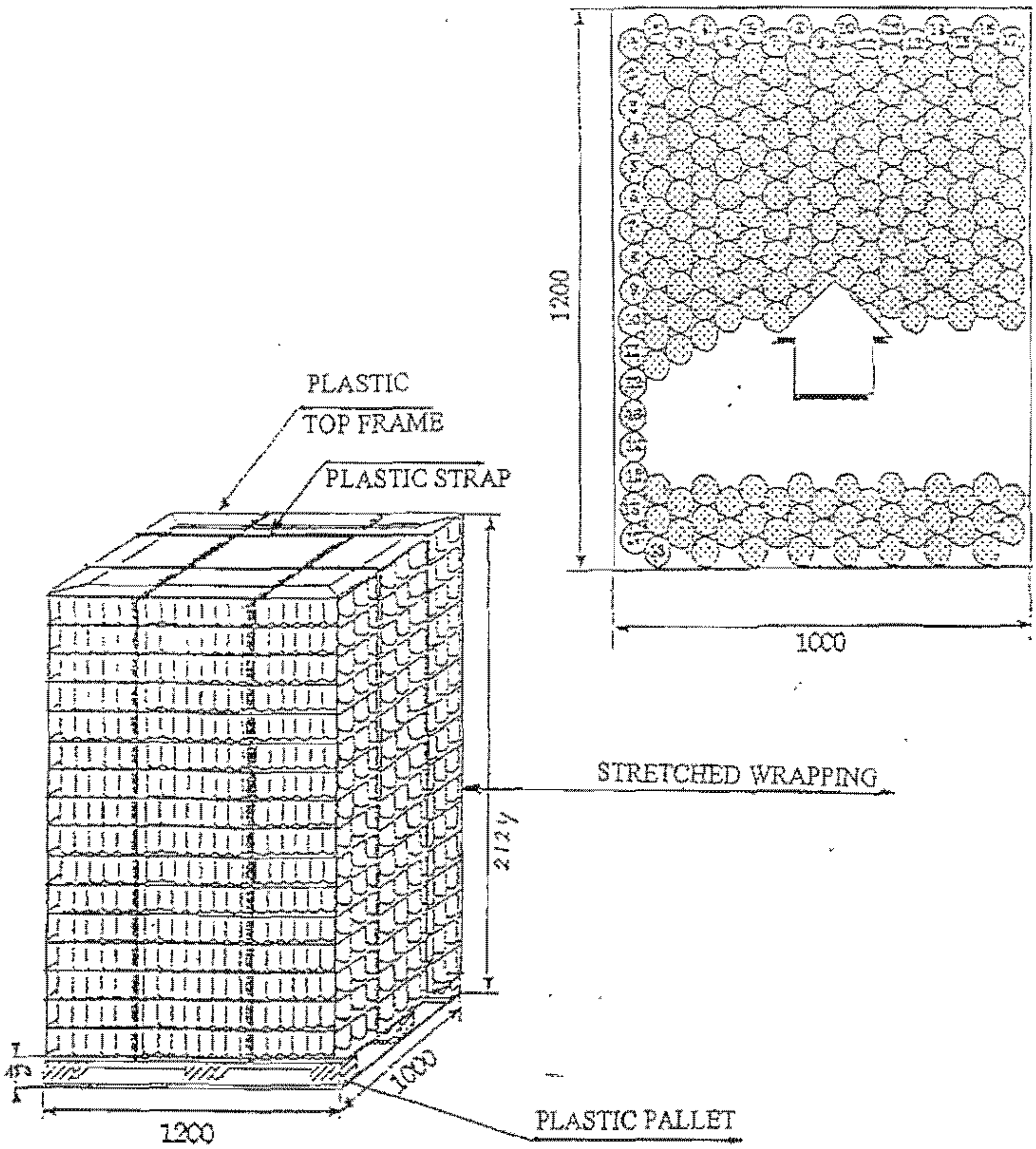
a) US$ 1 per 1000 to be deducted from the "net aluminum" costs of the std 202/211 330 ml Cans if Buyer buys the 202/211 250 ml stubby Cans

b) US$ 2.50 per 1000 to be deducted from the "net aluminum" costs of the std 202/211 330 ml Cans if Buyer buys the 202/211 250 ml stubby Cans

In this example, under the column for 500 million annual production volume , the net aluminum cost of the std 202/211 330 ml Cans is US$ 31.89. Therefore,

a) Net aluminum costs for 202/211 250 ml stubby Cans = US$ (31.89 - 1.00) = US$ 30.89 per 1000 Can Sets
b) Net aluminum costs for 200/202 250 ml slim Cans = US$ (31.89 - 2.50) = US$ 29.39 per 1000 Can Sets

3. <u>Typical Drawing of stacking empty can and finished pallet (330 ml) – Same for Wooden Standard</u>



Appendix A

Form of Party B Put Option Notice

[Date]

[BY REGISTERED MAIL AND/OR BY HAND]

To:

CROWN Asia Pacific Holdings Pte. Ltd.
10 Hoe Chiang Road
#19-01, Keppel Towers
Singapore 089315

Attn: Mr. Frank Koh

cc: CROWN Beverage Cans Myanmar Limited

Dear Sirs,

NOTICE OF EXERCISE OF PARTY B PUT OPTION PURSUANT TO JOINT VENTURE AGREEMENT OF 1ST JUNE 2016

We refer to the Joint Venture Agreement (the "Joint Venture Agreement") dated 1st June 2016 DULY ENTERED INTO between CROWN Asia Pacific Holdings Pte. Ltd. and Taung Pyar Dan Company Limited.

Terms defined in the Joint Venture Agreement have the same meaning herein.

PURSUANT to Article 4.3(3) of the Joint Venture Agreement, WE HEREBY give YOU Notice that we require you to purchase from us, in accordance with the terms and conditions of the Party B Put Option as stated in Article 4.3(3) of the Joint Venture Agreement, ALL of our Shares in the Company.

Such sale/acquisition shall be completed within a reasonable period from the date the Parties have been notified of the market value of the Shares by the Independent Appraiser, subject to the approval of the MIC and/or other relevant authorities.

In accordance with the Joint Venture Agreement, this Notice shall be governed by and construed in accordance with the laws of Myanmar.

Yours faithfully,

for and on behalf of
Taung Pyar Dan Company Limited

By : ____________________

Name : ____________________

Title : ____________________

APPENDIX B

SUPPLY CONTRACT

THIS CONTRACT IS MADE BETWEEN:

THE SELLER:	**CROWN BEVERAGE CANS MYANMAR LIMITED**
BANK DETAILS:	
VAT CODE:	
AUTHORISED REPRESENTATIVE:	

AND

THE BUYER:	**TAUNG PYAR DAN COMPANY LIMITED ("TPD")** **AND** **CONSUMER GOODS MYANMAR LIMITED**
BANK DETAILS:	
VAT CODE:	
AUTHORISED REPRESENTATIVE:	

The Parties Have Agreed as follows:

1. The Seller will sell and the Buyer will buy and will procure all its subsidiaries to purchase the Products upon the terms and conditions set out in the Schedule and the attached Conditions of Sale, which form part of this Contract. Any reference to "Buyer" in this Contract shall be deemed to include the individual subsidiaries of the Buyer.

2. For the avoidance of doubt, in the event Seller has excess, after having fulfilled 100% of Buyer's requirements, Seller shall have sole discretion to supply products to other customers on such terms as it may determine.

SCHEDULE

1. **Goods:** 2-piece empty aluminium beverage can body of any size ("Cans" as herein defined) with matching quantity of standard non-printed aluminium beverage stay on tab ends ("Ends" as herein defined), with the following sizes to be supplied as of the date of this Agreement (all sizes supplied at any given time are referred to as of that time as the "Current Products") :

- standard 202/211 330 ml Cans
- 202/204 330 ml sleek Cans
- 202/211 250 ml stubby Cans and
- 200/202 250 ml slim Cans

with the artwork and sample Cans agreed by both parties (Cans and Ends together hereinafter called "Can Sets" or "Products") and such other types of cans and ends which Seller desires to supply to the Buyer and Buyer desires to purchase from Seller.

The quality and packaging criteria of the Current Products is set out in Appendix 1 attached.

2.1 Price:

2.1.1 Base price per 1,000 Cans for standard 202/211 330 ml Cans and 202/204 330 ml sleek Cans is priced at Actual Costs re-grossed at a factor of 0.86 (costs / 0.86) (excluding value added tax ("VAT"), commercial tax and any other taxes that the government levied or may levy in the future) calculated based on the Pricing Model attached in Appendix 2 on Ex-Works basis (the "Base Price"). All delivery cost, freight and any relevant custom duties shall be borne by the Buyer.

The net metal weight for the standard 202/211 330 ml Cans and 202/204 330 ml sleek Cans is the same and individually equal to 10.40 grams, based on a metal gauge of 0.275 mm.

2.1.2 The Base Price per 1,000 Cans for 202/211 250 ml stubby Cans is based on the Pricing Model of the standard 202/211 330 ml Cans mentioned in Clause 2.1.1, after adjusting for the difference in net metal cost.

The net metal weight for the 202/211 250 ml stubby Cans is 9.90 grams, based on a metal gauge of 0.275 mm.

2.1.3 The Base Price per 1,000 Cans for 200/202 250 ml slim Cans is based on the Pricing Model of the standard 202/211 330 ml Cans mentioned in Clause 2.1.1, after adjusting for the difference in net metal cost.

The net metal weight for the 200/202 250 ml slim Cans is 9.15 grams, based on a metal gauge of 0.275 mm.

Subject to Clause 2.2, Buyer will be issued with invoices for the Base Price, subject to adjustments set out in the Pricing Model for Products supplied under Clauses 2.1.1,

2.1.2 and 2.1.3. Any increase or decrease in the Base Price compared to the Actual Costs for the quarter shall be adjusted for the following quarter.

2.1.4 The Buyer shall directly buy 100% of its Ends requirements from the Seller's sister plant located outside the territory of Myanmar throughout the Term of this Agreement, until such time the Seller has its own Ends manufacturing facility in Myanmar.

2.1.4.1 Prices of 200 diameter Ends for 250 ml slim Cans shall be the Actual Costs of the producing plant re-grossed at a factor of 0.86 (costs / 0.86) (excluding VAT, goods and services tax, commercial tax and any other taxes that the government levied or may levy in the future).

2.1.4.2 Prices of 202 diameter Ends for standard 202/211 330 ml Cans and 202/211 250 ml stubby Cans shall be the Actual Costs of the producing plant re-grossed at a factor of 0.86 (costs / 0.86) (excluding VAT, goods and services tax, commercial tax and any other taxes that the government levied or may levy in the future).

Ends are sold on Ex-works terms, and all delivery cost, freight and any relevant custom duties shall be borne by the Buyer.

2.2 **Purchase Commitment :**

2.2.1 The Buyer agrees to purchase and will cause all of its Affiliates to purchase 100% of their requirements in Myanmar for the Products from the Seller or its Affiliates, so long as such Products are manufactured by the Seller or its Affiliates, and such Products match the technical specifications of the Buyer, and the net price of such Products is not more than 8% higher than the net prices offered for such Products by other third parties on delivered basis. For the avoidance of doubt, this clause shall not apply to the purchase of any filled Products which are not capable of being filled by Buyer or its Affiliates in Myanmar.

2.2.2 If the net price of the Current Products is more than 8% higher than net prices offered for such Products by other third parties on delivered basis, the Seller shall have the last right of refusal to meet the competitive pricing for a volume not more than the volume in the Competitive Offer.

An offer by a third party shall constitute a "Competitive Offer" if it: -

(a) relates to 2-piece aluminium beverage Products that are of like grade and quality;

(b) involves a commercial quantity equal to 100% of Buyer's annual requirements for a particular Can size then supplied under this Agreement in Myanmar, with deliveries spread reasonably over a 12-month period, based on normal seasonality;

(c) is at net price that is 8% lower on delivered basis, after deduction of costs of aluminium and aluminium conversion costs and taking into account discounts, freight, duties, VAT or its equivalent and other costs;

(d) relates to the same period of supply in any calendar year during the Term of this Contract; and

(e) is in writing.

If Buyer receives a Competitive Offer, Buyer shall provide Seller with a copy of the Competitive Offer and provide such other information as Seller may request on the Competitive Offer. Seller shall be given the option to meet a Competitive Offer and to respond in writing within 7 working days of receipt of a copy of the Competitive Offer.

If the Seller agrees to meet the Competitive Offer, the new price under the Competitive Offer shall become effective on the later of the date such price would have taken effect under the Competitive Offer or 7 working days after Seller agrees to meet the Competitive Offer, and shall apply to a volume and period corresponding to the volume and period stated in the Competitive Offer only. If the Seller shall decline to meet the Competitive Offer, Buyer shall have 7 days to accept the Competitive Offer, in which case, Buyer may purchase the Products from the supplier who provided the Competitive Offer at a volume which is not more than the volume and for the period stated in the Competitive Offer. Upon the expiry or termination of the period of supply from the other supplier under the Competitive Offer, Seller shall be given the first right of refusal to resume supply of the volume of Products comprised in the Competitive Offer to the Buyer, but shall not be obliged to do so. If Buyer does not accept the Competitive Offer within such 7-day period, it shall be required to re-commence the procedure described in this Clause before it may purchase the Current Products from the other supplier.

Buyer shall not invoke this Clause before the date of expiry of 12 months from the date of first commercial delivery to the Buyer and not more than once in any calendar year during the Term.

3. **Hedging of Aluminium:**

3.1 Subject to the availability of hedging facilities to Seller through Seller's aluminium supplier, Seller may, from time to time, upon request of the Buyer enter into a binding commitment with a bank or aluminium supplier to fix the aluminium ingot price for a quantity of aluminium can sheet corresponding to the stipulated volumes for can bodies and can ends, in the schedule attached to the request in a fixed period of time at or lower than a stipulated price, subject to the Terms and Conditions and Procedures for Aluminium Hedge Transactions as set out in the Appendix 3 of this Contract. As the market conditions and mechanics for such hedging may vary from time to time, the Seller reserves the right to modify the provisions as set out in Appendix 3 at any time with notification to the Buyer.

3.2 Material will be consumed on a first-in-first-out basis. Whether or not Buyer elects to hedge metal, Buyer hereby indemnifies Seller or its affiliates against any interest (at LIBOR + 1% applied to days delayed) and warehousing and incidental costs (including, but not limited to costs associated with deferring or moving any related metal pricing position) charged by aluminium mills for any failure by Supplier to take delivery when ready, of shipments by the mills of tonnages ordered, which has arisen from shortfalls between volumes purchased by Buyer and aluminium orders placed by Buyer This indemnity shall survive the expiry or early termination of this Contract.

3.3 If Buyer does not decide to fix forward the price of aluminium as set out above, the Can prices shall be adjusted to reflect any changes from the actual to the base LME price in accordance with the Pricing Model set out in Appendix 2.

4. **Term of the Contract:** 50 years from the date of this Contract (the "Term") commencing from [date].

5. **Quantity:**

5.1 Subject to clause 2, Buyer shall purchase 100% of their requirements for Products for delivery during the Term. The minimum annual volume is estimated to be 300 million Can Sets. Minimum order is at least 250,000 Can Sets per design per run. However, the Seller reserves the right to increase the minimum order if the change-over time between each Can type increases significantly.

5.2 Subject to Clause 2.2, in the event Buyer's requirements exceed the Seller's capacity, Seller may supply Products through Seller's affiliate plants on terms acceptable to Buyer. If such terms are not acceptable to Buyer, Buyer reserves the right to purchase from other suppliers the excess requirements, provided however that, Seller's affiliate plants (i.e. plants owned or controlled by Crown Holdings, Inc. or its affiliates) shall have the last right of refusal to meet Buyer's excess requirements.

5.3 So long as TPD is the joint venture partner of the Seller, the Seller shall accord the Buyer priority in terms of service and capacity over all its other customers. Subject to mutual agreement, the Seller may maintain a certain safety stock level for the Buyer for certain high volume Can designs, provided always that the Buyer shall take full delivery of Seller's stock before requesting for a change in the Can design.

6. **Delivery:**

Empty Can Sets will be palletised, stretch-wrapped and delivered to Buyer's warehouses at the address stated on page 1 of this Contract. Delivery to other locations shall be billed to Buyer at Seller's actual delivery cost. Buyer shall be responsible for the unloading of the Products on delivery.

7. **Payment:**

Payments shall be by telegraphic transfer to Seller's bank account within 30 days upon delivery of Products. The price is quoted in US$ and payment shall be made in US$.

The Can Set price shall remain in US$ even if it is required by the law in Myanmar for payment to be made in the local currency Myanmar kyat. Payment in Myanmar kyat shall be at the prevailing Myanmar Central Bank's official selling rate between US$ and Myanmar kyat on the date of payment (the "Fixed Rate"). A surcharge will be imposed for any difference between the Fixed Rate and the Seller's costs of funds plus applicable margins imposed by the Seller's bank ("Market Rate") in accordance with Clause 4 of the "Conditions of Sales".

If Buyer fails to pay for the Products on time and the Seller has reasonable grounds to believe that such failure may persist, the Seller reserves the right to reduce the payment credit terms or require cash payment before making any delivery.

8. Can Design/Changes to Specifications:

8.1 A surcharge of US$1000 is payable by Buyer for each new design ordered if the Can off-take is less than 1 million Cans for a period of 12 months. The amount of the surcharge is subject to review by the Seller at the end of each year of this Contract and any reasonable increase will take effect in the following year, after notification to the Buyer.

8.2 If Buyer requires an amendment to its artwork, it must notify Seller in writing at least 14 working days prior to the amendment and call-off all Can Sets which are available in Seller's warehouse or any works-in-progress.

8.3 If Seller supplies Can Sets to third parties in Myanmar, Seller shall obtain Buyer's confirmation that the Can design does not infringe any of Buyer's trademarks, copyright or intellectual property rights. In the event of any dispute, a confirmation or opinion from the relevant authority in Myanmar on whether the design infringes the trademarks, copyright or other intellectual property rights of the Buyer shall be conclusive.

9. New Technology/ Special Product Requirements

9.1 Both parties shall co-operate in improving areas such as logistics and planning co-ordination for mutual benefit.

9.2 Special Products :

In the event Buyer decides to introduce special products to the market (the "Special Products") which are different from the Current Products, Supplier shall be provided with the first right to supply the products from its own plant or from its sister plants, as follows:

9.2.1 Buyer shall inform Seller of any request for Special Products in writing, accompanied with clear specifications of the Special Products requested. If within 30 days from receipt of Buyer's request for Special Products with specifications, the Seller concludes, in its reasonable discretion, that such Special Products are technically feasible and achievable by Seller's own plant or its sister plants using commercially reasonable efforts (including, without

limitation, securing access to innovations owned by third parties), Buyer and Seller shall then negotiate any required modifications to the terms of this Agreement, including timing of implementation, capital investments, modifications to the Pricing Model in Clause 2.1 of the Schedule and Appendix 2, delivery lead time etc. The Seller then shall implement such modifications in accordance with the negotiated terms. Such Special Products shall be considered "New Variants" as described in Clause 9.2.4 below.

9.2.2 In the event that Seller assesses it is feasible to implement the Special Products requested by Buyer but the Parties are unable to agree on the modifications to the terms of this Agreement (be it on pricing, lead time, capital investment, etc) (a "Deadlock"), Buyer agrees that the Current Products shall continue to be supplied to Buyer, without any disruption until the Deadlock is resolved. Both Buyer and Seller agree in good faith to use best efforts to resolve any Deadlock. If the Deadlock persists beyond [30] days, Buyer and Seller agree to refer the Deadlock to a third party arbitrator mutually acceptable to the Parties. Buyer and Seller hereby undertake to submit to the arbitrator, such relevant documents as the arbitrator may request. The arbitrator's decision shall be fair and equitable to the Parties and shall be final and binding.

9.2.3 Where any "New Variants" are requested by Buyer, Buyer agrees to give Seller reasonable lead time to prepare the necessary production capacity in connection therewith. Buyer and Seller agree to follow the general principle as set out in Clause 2.2.2 of the Schedule regarding price competitiveness, provided always that the Buyer shall not invoke Clause 2.2.2 before the expiry of 12 months from the date of first commercial delivery of the New Variant to the Buyer and not more than once in any calendar year.

9.2.4 For the purposes of this Agreement, a "New Variant" is any size and/or feature of an aluminium can or end that is not in commercial production by Seller as of the date of this Agreement. New Variants shall not include, without limitation, products that are not cans, products that are not made entirely of coated, alloyed aluminium, products that the Buyer intends to use for packaging of products other than those described in Appendix 1.

For the avoidance of doubt, in the event Seller decides not to supply such Special Products to Buyer (whether or not it is able to do so), Seller shall not be deemed to be in breach of this Contract and Buyer shall not be relieved of its obligations under this Contract. In the event the Seller decides not to supply such Special Products to Buyer, Buyer is entitled to source the Special Products from other suppliers.

9.3 If Seller manufactures and sells improved products utilizing new technology, it will make such products available to Buyer provided that such availability is not restricted by any legal requirements or other contractual obligation. Seller shall be entitled to reasonably increased prices for such improved products to recover and as a return on Seller's investment and as a premium for Seller's innovation, subject to Buyer's prior agreement on the extent of the increase.

10. Other Terms:

10.1 By entering this Contract, the Buyer is entitled to have access to the seamer technical support, expertise and advice provided by the Seller, subject to Seller's standard terms and conditions of service and at rates to be agreed.

10.2 The attached "Conditions of Sales" shall form an integral part of this Contract.

10.3 All of the terms and conditions of this Contract shall be binding on the successors and permitted assigns of the Buyer.

10.4 Buyer warrants (each for itself and as agent for and on behalf of each of its subsidiaries that:-

a. it has full power and authority to execute, deliver, enter into and perform its obligations under this Contract; and

b. the execution, delivery and performance of this Contract has been duly authorised and constitute legal, valid and binding obligations of the Buyer enforceable in accordance with their respective terms.

10.5 Notwithstanding the provisions as contained in this Agreement, if there are changes to the economic or financial environment or applicable laws or regulations governing this Agreement which affect the assumptions under which the Parties have entered into this Agreement, the Parties shall enter into negotiations in good faith in order to make such equitable adjustments to the affected terms and conditions of this Agreement.

This Contract is made in four copies in English. Two copies are to be retained by each party.

Dated :

SELLER	BUYER
CROWN BEVERAGE CANS MYANMAR LIMITED	TAUNG PYAR DAN COMPANY LIMITED
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
	CONSUMER GOODS MYANMAR LIMITED
	By: ______________________
	Name: ______________________
	Title: ______________________

CONDITIONS OF SALES

1. The Seller has agreed to sell and the Buyer has agreed to buy the goods specified in Item 1 of the Schedule to the Contract (the "Goods") at the price specified in Item 2 of the Schedule and the Delivery Period and Quantity specified in Items 4 and 5 of the Schedule. Terms used in the Contract and the Schedule have the same meaning in these Conditions of Sale.

2. Forecasts and Delivery

2.1 The Buyer shall give to Seller an annual forecasted volume (with breakdown by month) for each year of supply. The Buyer shall use best endeavours to provide such forecast at least 90 days before the commencement of the new calendar year.

2.2 Not later than the 15th day of each month (M), the Buyer will notify the Seller in writing of its required deliveries of Goods for the following month, which is M+1 and its preferred delivery dates ("Delivery Notice"). Not later than the 15th day of each month (M), the Buyer will notify the Seller in writing of its rolling forecast for 4 months, which is M+1, M+2, M+3 and M+4. The quantity for the first month (M+1) of the forecast shall be firm and the forecasted quantities for months M+2 , M+3 and M+4 shall be within 15% tolerance of the forecast provided. Any tolerance exceeding +/-15% of the forecast shall be subject to the mutual agreement of the parties.

2.3 Within 3 business days of the Delivery Notice, Seller will confirm the amount of Goods to be delivered in the following month and the delivery schedule, having regard to the Delivery Notice (the "Confirmed Delivery"). If a delivery which has been confirmed is delayed due to a cause other than an event of Force Majeure, Seller shall be given a reasonable time to rectify the cause of the delay and deliver the Goods to the Buyer, failing within the Buyer's sole remedy is to purchase the Goods from Seller's affiliate plants, at no additional costs to the Buyer. In the event Seller's affiliate plants are unable to deliver the Goods within the time specified by Buyer, Buyer's sole remedy is to purchase the undelivered Goods from an alternative supplier and charge the difference in cost to the Seller, Provided that:

a. Buyer shall use all reasonable endeavours to purchase the replacement Goods at the lowest possible price available to Buyer;

b. Buyer shall notify Seller of the replacement Goods and furnish Seller with such relevant documentary evidence prior to purchasing the replacement Goods; and

c. the replacement volume shall be the shortfall in the quantity of the Goods ordered or the minimum economic delivery quantity from an alternative supplier, whichever is the greater, provided that such economic delivery quantity shall not be greater than 1 million Can Sets.

The Seller shall in no event be liable for any loss or general, consequential or incidental damages incurred by the Buyer.

2.4 The Seller will not be liable for delay in, or failure of delivery caused by or due to any reason beyond the Seller's control including but not limited to flood, fire, earthquake or other natural disasters ("events of Force Majeure"). Delivery will be delayed until the cause or delay has been removed.

2.5 The Seller will be deemed to have fulfilled this Contract or any Confirmed Delivery under it by delivery of a quantity within +/- 10% of the quantity ordered, and the Buyer shall pay the contract rate for the quantity actually delivered.

2.6 All deliveries under this Contract are to be considered separate from other contracts between the Parties.

2.7 Goods will be at the Buyer's risk from date of receipt of the Goods. The Buyer will acknowledge a delivery in accordance with Clause 6 of the Schedule by signing the delivery note accompanying the delivery.

3. Payment

3.1 The Buyer will pay for all deliveries in accordance with Item 7 of the Schedule.

3.2 The Buyer will not be entitled to delay or withhold payment of the price or any part thereof on account of any claims for allowances or otherwise but shall pay the full amount for the Goods and this shall be condition precedent to any claims being payable. The withholding of any payment because of any claim shall render the claim invalid. No offset of account receivables with claims are allowed unless expressly agreed by the Seller.

3.3 Where the Buyer fails to comply with Clause 3.1 and/or 3.2, the Seller may, without prejudice to its other rights and in its own discretion:

(a) Terminate the Contract upon written notice to the Buyer retaining all Goods then in its possession to be dealt with as it sees fit; or

(b) Suspend production and/or Deliveries until such time as payment is made in full in which event, Seller may supply Goods to other customers using its excess capacity and on such terms and prices as Seller may decide at its sole discretion,

without liability to the Buyer for the consequences of such action.

Interest will be payable on any overdue amounts at rate of SIBOR + 0.75% per month or part thereof or any other index agreed by the Parties if SIBOR ceases to be published or widely used as a reference point.

4. Surcharge or Rebate for Exchange Rate Variance (Only applicable for payment in local currency if required by law)

A surcharge or rebate will be imposed on the price of the Goods (the "Surcharge") if there is a variance between the Fixed Rate and Market Rate on the date of payment, based on the following formula:-

(in the case of a surcharge) if MR > FR, S = (MR – FR) * SP
(in the case of a rebate) if FR > MR, S = (FR – MR) * SP

Where :

S : Surcharge in Myanmar Kyat

MR : the Market Rate (MR)

FR : Myanmar Central Bank's official selling rate on the date of payment

SP : Contract Price in US$ (as determined by Clause 2 of the Schedule)

In the event that any of the above components of the formula ceases to be published or available, or in the event of any currency changes, devaluation or revaluation, the Seller may adjust this formula.

5. Packaging Materials

All pallets, top frames and layer pads ("Packaging Materials") belong to the Seller. The Buyer is responsible to maintain/keep them in good condition and return them to the Seller and the Seller is responsible for the collection of the same. The Buyer shall assist the Seller to load the packaging materials onto the transport provided by Seller for transport back to Seller's premises. All pallets shall be: 1200 mm X 1000 mm, unless agreed between Buyer and Seller.

Both the representatives of the Buyer and the Seller agree to work together to ensure the swift return of the Packaging Materials on a weekly basis. Packaging statements shall be reconciled on every Wednesday of each week, except on public holidays in which case, it shall be on the next working day and signed off by both representatives. Any lost Packaging Materials shall be billed to the Buyer immediately. For

delivery to locations which do not make it feasible for Packaging Materials to be returned, packaging costs shall be charged at actual costs depending on the type of materials used.

The maximum acceptable loss-rate/tolerance is 5% of the number of Packaging Materials delivered to Supplier vs. number of Packaging Materials returned to the Supplier, applicable for layer pads only. There is no loss-rate/tolerance for pallets and top frame. Packaging Materials not returned in good and re-usable condition shall be charged to Buyer at the following rates:

a) Plastic pallet USD 39.00 per piece
b) Plastic layer pad USD 3.80 per piece
c) Plastic top frame USD 10.55 per piece
d) Wooden pallet USD 5.96 per piece
e) Paper Layer pad USD 0.28 per piece
f) Wooden Top frame USD 1.61 per piece

6. Claims and warranties

Seller warrants that Goods delivered shall conform in all material respect to agreed specifications. Seller does not make any other warranty, whether of merchantability, fitness or otherwise, express or implied in fact or by law.

(a) For *empty Cans*, the warranty shall not exceed 12 months after the date of shipment / delivery, provided that they are stored under proper storage and / or warehousing conditions.

(b) For *filled Cans*, the warranty shall not exceed 12 months after date of filling.

(c) Compensation in any case of damage and/ or loss under this warranty, shall not apply unless liability is proven, and shall be limited to replacement cost of the Goods only. In all circumstances, compensation shall exclude any general or incidental damages or for lost profits and/or any other consequential damages. However, in no event shall Seller incur any liability under this warranty, or otherwise, where the Goods are not packed, stored and distributed in accordance with good business practice; or where the alleged damage results from rust or outside corrosion occurring after receipt of Goods by Buyer or from improper capping, closing, crimping, filling and gassing operations by Buyer; or from the use of components other than those supplied by Seller; or where the Goods are exported, in an empty or filled state, to a foreign country.

(d) Any claim by the Buyer in respect of any apparent defects in the Goods must be made within 7 days of the date of delivery of those Goods. No claim will be entertained if the Buyer fails to follow the Seller's handling or use instructions given from time to time or if the claim is not lodged within the specified period.

7. General

7.1 Any and all confidential or proprietary information and designs of a Party shall vest in and/or remain such Party's intellectual and physical property.

7.2 Positive and negative films shall remain the Seller's property. The Buyer warrants that all artworks and specifications approved are in accordance with the law and do not infringe any trademarks, copyright or intellectual property rights of any third party.

7.3 Printing plates will remain the property of the Seller, and the utilization of the printing plates is for the sole purpose of the Buyer.

7.4 The Buyer shall not, without the previous consent in writing of the Seller, either (a) directly or indirectly export any empty containers to any country or place outside Myanmar or (b) knowingly cause, permit or be concerned in any such export or (c) sell or transfer any such empty containers to any person, firm or corporation whom the Buyer may or ought reasonably to expect to intend or to be in any way concerned with such export.

7.5 Any waiver by the Seller of its rights under the Contract shall in no way preclude it from relying and acting upon any breach or failure (subsequent or otherwise) on the part of the Buyer in the fulfilment of this Contract.

7.6 In the event of the Buyer committing an act of bankruptcy or going into liquidation or entering into any composition or arrangements with creditors, the Seller shall be at liberty to terminate this Contraet.

7.7 The Contract will expire automatically at the end of the Term and when the Seller has delivered all of the Goods in stock to the Buyer and the Buyer has made full payment to the Seller and all aluminium hedged has been consumed by Buyer.

7.8 This Contract is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Contract. To the degree that the Buyer may find it convenient to employ their standard forms, such as forms for purchase order or acknowledgement of order, in administering the terms of this Contract, the Buyer may do so but none of the pre-printed terms and/or conditions on such form shall be applicable to the sale of the Goods unless specifically accepted by the Seller.

7.9 The two parties committed that no disclosure of the existence or material terms of this Contract shall be made to any third party except if there is an agreement in written form made by the two parties.

7.10 The Contract is an Economic Contract under the laws of Myanmar and proceedings for enforcement may be brought before the Courts in Myanmar.

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Appendix 1

1. **Quality Inspection Criteria :**

The following standards to be applied for all visual defects at incoming inspection for acceptance of batch delivered:

a. CRITICAL DEFECT: (AQL = 0.065 %)
b. MAJOR DEFECT: (AQL = 1.5 %)
c. MINOR DEFECT: (AQL = 10 %)

Cans supplied to be able to withstand filling for the following types of cans :

1) Carbonated Soft Drinks
2) Hot filled Products
3) Retortable Drinks (up to 121 Deg Celsius)

2. **Physical Can body Dimensions:**

To be supplied when available.

Schedule 1

Definitions and Interpretation

A. General Definitions

Wherever used in this Agreement, the following terms have the meanings opposite them:

"*Authority*" means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

"*Business Day*" means a day when banks are open for business in Myanmar, Singapore and the United States of America;

"*Commencement Date*" means the date of delivery of the first can manufactured by the Borrower to its customer, such date to be notified by the Borrower to the Lender;

"*CROWN Loan*" means the loan amount specified in Recital B or, as the context requires, its principal amount from time to time outstanding;

"*Dollars*" and "*US$*" means the lawful currency of the United States of America;

"*Interest Rate*" means 4% per annum or such other rate as may be agreed between the Lender and the Borrower.

"*Loan Currency*" means Dollars;

"*Person*" means any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;

"*Taxes*" means any present or future taxes, withholding obligations, duties and other charges of whatever nature levied by any Authority.

B. Interpretation

In this Agreement, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) a reference to an Article, Party or Schedule is a reference to that Article or Schedule of, or that Party to, this Agreement;

(d) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of this Agreement; and

(e) a reference to a Party includes that Party's successors and permitted assigns.

Schedule 2

Repayment Schedule

TPD Loan Repayment Date	PRINCIPAL AMOUNT US$'000
23rd day of the 42nd calendar month from Commencement Date	500
23rd day of the 45th calendar month from Commencement Date	500
23rd day of the 48th calendar month from Commencement Date	500
23rd day of the 51st calendar month from Commencement Date	500
23rd day of the 54th calendar month from Commencement Date	500
23rd day of the 57th calendar month from Commencement Date	500
23rd day of the 60th calendar month from Commencement Date	500
23rd day of the 63rd calendar month from Commencement Date	500
23rd day of the 66th calendar month from Commencement Date	500
23rd day of the 69th calendar month from Commencement Date	500
23rd day of the 72nd calendar month from Commencement Date	500
23rd day of the 75th calendar month from Commencement Date	500
23rd day of the 78th calendar month from Commencement Date	500
23rd day of the 81st calendar month from Commencement Date	500
23rd day of the 84th calendar month from Commencement Date	500
	7,500

Appendix 2 – Pricing Model

Simulated Pricing Model for standard 202/211 330 ml Can body for Buyer :
All figures in USD unless otherwise indicated
All numbers are for illustrative purposes only

Annual volume Assumptions (million Cans)	250	500
LME (USD/MT)	2,000	2,000
Bodystock conversion cost (USD/MT)	750	750
202 endstock conversion cost (USD/MT)	2,000	2,000
Can body selling price (Avg USD/'000) - Non-coated (ex-works)	81.66	63.77
Total cost per '000 (incl tech & mgt fee)	70.39	54.97
Net aluminium costs (USD/thousand)	32.39	31.89
Transport in cost (USD/thousand)	0.40	0.40
P&D (USD/thousand)	3.90	2.60
Other material & consumables (USD/thousand)	2.60	1.53
Packaging materials (USD/thousand)	1.20	1.20
Labour costs (USD/thousand)	9.68	5.08
R&M expense (USD/thousand)	1.25	1.25
Utilities - Gas (USD/thousand)	1.00	0.90
Utilities - Electricity (USD/thousand)	1.90	1.80
Utilities - Water (USD/thousand)	0.13	0.13
Other manufacturing costs (USD/thousand)	3.24	1.42
Overhead (USD/thousand)	3.07	1.61
Fixed cost/ depreciation (USD/thousand)	8.42	4.21
Cost before Tech & Mgt fee (USD/thousand)	69.19	54.03
Margin %	14.0%	14.0%
Selling price before Tech & Mgt fee; at cost re-grossed at a factor of 0.86 (USD/thousand)	80.45	62.82
1% Tech fee (USD/thousand)	0.80	0.63
0.5% Mgt fee (USD/thousand)	0.40	0.31
Total Can body selling price (Ex-works) (USD/thousand)	**81.66**	**63.77**

Note :
1) Depreciation is taken over the total Cans production volume of the Seller.
2) Net aluminum costs shall change in accordance with the net weight of the Cans, depending on Can size purchased.
3) Selling price can change significantly depending on total production volume as indicated above.
4) Freight to Buyer's factory shall be charged at actual costs without mark-up.
5) The figures contained herein are for illustration purposes only and are subject to adjustments based on actual costs.

Example to illustrate adjustment to Net Aluminum costs for different packaging size :

Description	Std 202/211 330 ml	Stubby 202/211 250 ml	200/202 250 ml slim
Net weight (gms)	10.40	9.90	9.15
LME (US$ per MT)	2000	2000	2000
Metal cost (US$ per 1000)	20.8	19.8	18.3
Difference (US$ per 1000)	-	-1.00	-2.50

This means :

a) US$ 1 per 1000 to be deducted from the "net aluminum" costs of the std 202/211 330 ml Cans if Buyer buys the 202/211 250 ml stubby Cans

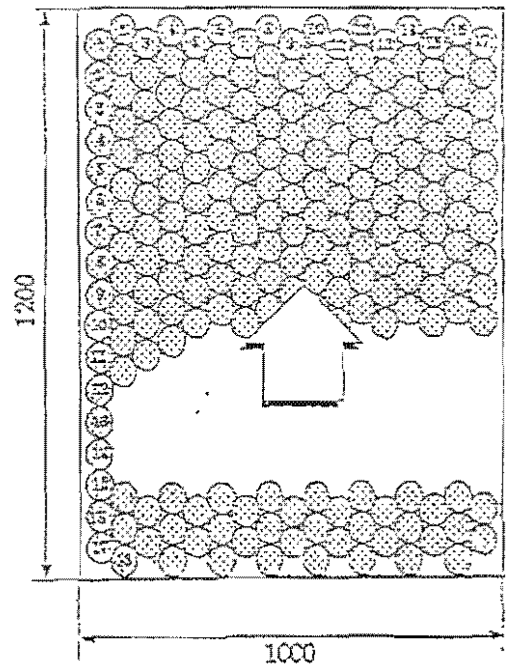
b) US$ 2.50 per 1000 to be deducted from the "net aluminum" costs of the std 202/211 330 ml Cans if Buyer buys the 202/211 250 ml stubby Cans

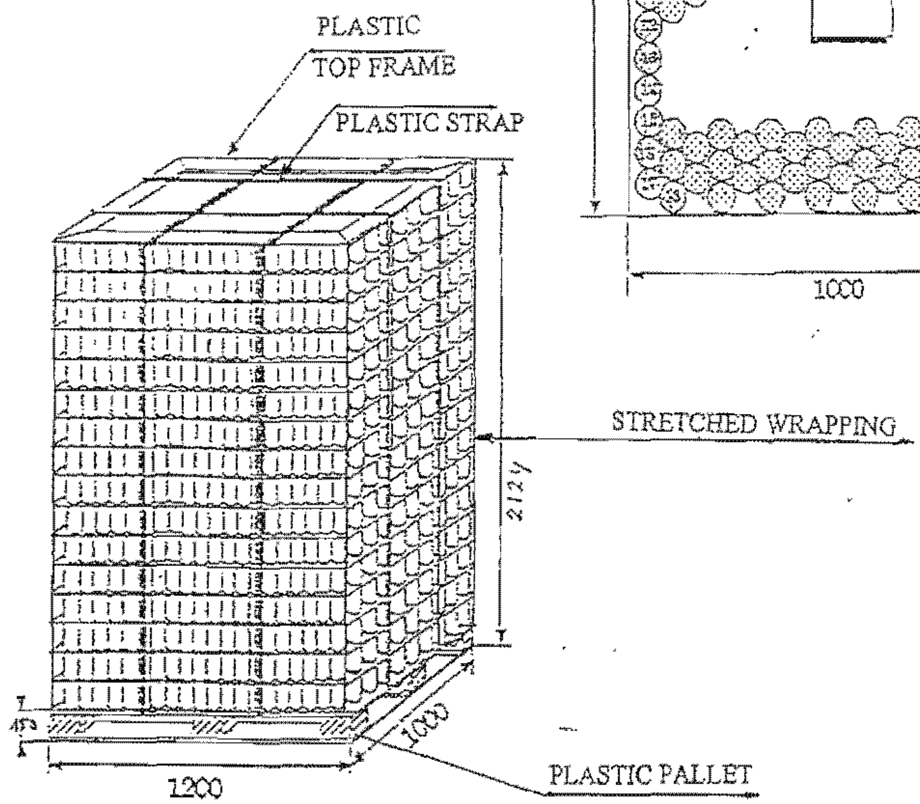
In this example, under the column for 500 million annual production volume , the net aluminum cost of the std 202/211 330 ml Cans is US$ 31.89. Therefore,

a) Net aluminum costs for 202/211 250 ml stubby Cans = US$ (31.89 - 1.00) = US$ 30.89 per 1000 Can Sets

b) Net aluminum costs for 200/202 250 ml slim Cans = US$ (31.89 - 2.50) = US$ 29.39 per 1000 Can Sets

3. Typical Drawing of stacking empty can and finished pallet (330 ml) – Same for Wooden Standard





CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

(Incorporated in Singapore. Registration Number: 197501817M)

ANNUAL REPORT

For the financial year ended 31 December 2015

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.
(Incorporated in Singapore)

ANNUAL REPORT
For the financial year ended 31 December 2015

Contents

The directors present their statement to the members together with the audited financial statements for the financial year ended 31 December 2015.

In the opinion of the directors,

a) the financial statements as set out on pages 4 to 35 are drawn up so as to give a true and fair view of the financial position of the Company as at 31 December 2015, and the financial performance, changes in equity and cash flows of the Company for the financial year covered by the financial statements; and

b) at the date of this statement, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

Directors

The directors in office at the date of this statement are as follows:

Mr. Jozef Salaerts
Mr. Goh Hock Huat
Mr. Timothy Joseph Donahue (appointed on 1 January 2016)

Arrangements to enable directors to acquire shares and debentures

Neither at the end of nor at any time during the financial year was the Company a party to any arrangement whose object was to enable the directors of the Company to acquire benefits by means of the acquisition of shares in, or debentures of, the Company or any other body corporate.

Directors' interests in shares or debentures

According to the register of directors' shareholdings, none of the directors holding office at the end of the financial year had any interest in the shares or debentures of the Company or its related corporations, except as follows:

	Holdings registered in the name of director	
	At 31.12.2015	At 1.1.2015
Ultimate holding corporation - Crown Holdings, Inc.		
Common stock of US$5.00 each		
John William Conway (resigned on 31 December 2015)	1,537,816	1,511,065
Jozef Salaerts	126,261	116,044
Goh Hock Huat	12,500	12,500
Options over common stock of US$5.00 each		
John William Conway (resigned on 31 December 2015)	-	-
Jozef Salaerts	-	20,000
Goh Hock Huat	17,500	25,000

Share options

No options were granted during the financial year to subscribe for unissued shares of the Company.

No shares were issued during the financial year by virtue of the exercise of options to take up unissued shares of the Company.

There were no unissued shares of the Company under option at the end of the financial year.

Independent auditor

The independent auditor, PricewaterhouseCoopers LLP, has expressed willingness to accept re-appointment.

On behalf of the directors

Jozef Salaerts	Goh Hock Huat
Director	Director

25 April 2016

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

Report on the Financial Statements

We have audited the accompanying financial statements of CROWN Asia Pacific Holdings Pte. Ltd. (the "Company") set out on pages 4 to 35, which comprise the balance sheet as at 31 December 2015, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Singapore Companies Act (the "Act") and Singapore Financial Reporting Standards, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Singapore Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements of the Company are properly drawn up in accordance with the provisions of the Act and Singapore Financial Reporting Standards so as to give a true and fair view of the financial position of the Company as at 31 December 2015, and of the financial performance, changes in equity and cash flows of the Company for the year ended on that date.

Report on Other Legal and Regulatory Requirements

In our opinion, the accounting and other records required by the Act to be kept by the Company have been properly kept in accordance with the provisions of the Act.

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants

Singapore, 25 April 2016

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

STATEMENT OF COMPREHENSIVE INCOME

For the financial year ended 31 December 2015

	Note	2015 $'000	2014 $'000
Revenue	3	40,940	39,990
Interest income	4	1,560	1,154
Other gains - net	5	3,244	16,782
Expenses			
- Administrative		(15,261)	(14,653)
- Finance	6	(4,200)	(3,902)
- Others		(4,823)	(4,391)
Profit before income tax	7	21,460	34,980
Income tax expense	9	(744)	(630)
Profit after tax and total comprehensive income		20,716	34,350

The accompanying notes form an integral part of these financial statements.

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

BALANCE SHEET

As at 31 December 2015

	Note	2015 $'000	2014 $'000
ASSETS			
Current assets			
Cash at bank and on hand		131,545	128,949
Trade and other receivables	10	96,795	149,515
Other current assets – deposits		70	99
		228,410	278,563
Non-current assets			
Property, plant and equipment	12	249	327
Investments in subsidiaries	13	351,333	304,402
Investment in an associate	14	-	-
		351,582	304,729
Total assets		579,992	583,292
LIABILITIES			
Current liabilities			
Derivative financial instruments	11	687	1,152
Trade and other payables	15	188,875	193,640
Current tax payable	9(b)	380	450
Borrowings	16	-	4,498
		189,942	199,740
Non-current liabilities			
Trade and other payables	15	116,351	119,411
Provision for retirement benefits	17	2,620	2,470
Borrowings	16	-	13,264
		118,971	135,145
Total liabilities		308,913	334,885
NET ASSETS		271,079	248,407
EQUITY			
Share capital	18	133,909	133,909
Share-based payment reserve	19	12,291	10,335
Retained earnings		124,879	104,163
Total equity		271,079	248,407

The accompanying notes form an integral part of these financial statements.

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

STATEMENT OF CHANGES IN EQUITY
For the financial year ended 31 December 2015

	Note	Share capital $'000	Share-based payment reserve $'000	Retained earnings $'000	Total equity $'000
2015					
Beginning of financial year		133,909	10,335	104,163	248,407
Share-based compensation - value of employee service	8, 19	-	1,956	-	-
Total comprehensive income		-	-	20,716	20,716
End of financial year		133,909	12,291	124,879	271,079
2014					
Beginning of financial year		133,909	8,185	69,813	211,907
Share-based compensation - value of employee service	8, 19	-	2,150	-	2,150
Total comprehensive income		-	-	34,350	34,350
End of financial year		133,909	10,335	104,163	248,407

The accompanying notes form an integral part of these financial statements.

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

BALANCE SHEET
As at 31 December 2015

	Note	2015 $'000	2014 $'000
ASSETS			
Current assets			
Cash at bank and on hand		131,545	128,949
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Total equity		271,079	248,407

The accompanying notes form an integral part of these financial statements.

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

STATEMENT OF CASH FLOWS
For the financial year ended 31 December 2015

	2015 $'000	2014 $'000
Cash flows from operating activities		
Profit after tax	20,716	34,350
Adjustments for:		
Income tax expense	744	630
Gain from liquidation of subsidiary	(613)	-
Depreciation of property, plant and equipment	127	101
Loss on disposal of property, plant and equipment	-	(44)
Write off of property, plant and equipment	-	125
Provision for retirement benefits	150	440
Share-based compensation expense	1,956	2,150
Dividend income	(22,418)	(22,214)
Interest income	(1,560)	(1,154)
Finance expenses	4,200	3,902
	3,302	18,286
Change in working capital:		
Trade and other receivables	66,238	(38,629)
Derivative financial instruments	(465)	970
Other current assets	29	22
Trade and other payables	4,937	77,552
Provision for retirement benefits	-	(270)
Cash generated from operations	74,041	57,931
Dividend received	22,418	22,214
Income tax paid	(814)	(687)
Net cash provided by operating activities	95,646	79,458
Cash flows from investing activities		
Interest received	1,560	1,154
Capital injection in subsidiaries	(50,837)	(1,393)
Capital reduction in subsidiaries	4,519	3,603
Purchase of property, plant and equipment	(49)	(357)
Advances to subsidiaries	(13,495)	(9,172)
Advances to ultimate holding corporation	(23)	(2)
Net cash used in investing activities	(58,325)	(6,167)
Cash flows from financing activities		
(Repayment to)/ advances from subsidiaries	(9,702)	482
Repayment to ultimate holding corporation	(7,094)	(17)
Repayment of borrowings	(17,762)	(5,919)
Interest paid	(166)	(479)
Net cash used in financing activities	(34,724)	(5,933)
Net increase in cash and cash equivalents	2,596	67,358
Cash and cash equivalents at beginning of financial year	128,949	61,591
Cash and cash equivalents at end of financial year	131,545	128,949

The accompanying notes form an integral part of these financial statements.

These notes form an integral part of and should be read in conjunction with the accompanying financial statements.

1. General information

CROWN Asia Pacific Holdings Pte. Ltd. (the "Company") is incorporated and domiciled in Singapore. The address of its registered office is 10 Hoe Chiang Road, #19-01, Keppel Towers, Singapore 089315.

The Company's principal activities are that of investment holding and the provision of management and consultancy services to its subsidiaries and related corporations in the Asia Pacific region.

2. Significant accounting policies

2.1 Basis of preparation

These financial statements have been prepared in accordance with Singapore Financial Reporting Standards ("FRS"), under the historical cost convention, except as disclosed in the accounting policies below.

The preparation of these financial statements in conformity with FRS requires management to exercise its judgement in the process of applying the Company's accounting policies. It also requires the use of certain critical accounting estimates and assumptions. There are no areas involving a higher degree of judgement or complexity, or areas where estimates and assumptions are significant to the financial statements.

Interpretations and amendments to published standards effective in 2015

On 1 January 2015, the Company adopted the new or amended FRS and Interpretations to FRS ("INT FRS") that are mandatory for application for the financial year. Changes to the Company's accounting policies have been made as required, in accordance with the transitional provisions in the respective FRS and INT FRS.

The adoption of these new or amended FRS and INT FRS did not result in substantial changes to the Company's accounting policies and had no material effect on the amounts reported for the current or prior financial years.

2. Significant accounting policies (continued)

2.2 Consolidation

These financial statements are the separate financial statements of the Company. The Company is exempted from the preparation of consolidated financial statements as the Company is a wholly-owned subsidiary of Crown Holdings, Inc., incorporated in the United States of America, which produces consolidated financial statements available for public use.

The registered office of Crown Holdings, Inc. where the consolidated financial statements can be obtained is as follows: One Crown Way, Philadelphia, PA 19154-4599, United States of America.

2.3 Revenue recognition

Revenue comprises the fair value of the consideration received or receivable for the rendering of services in the ordinary course of the Company's activities, net of goods and services tax, rebates and discounts. Revenue is recognised as follows:

(a) *Rendering of services*

Revenue from the rendering of services is recognised when the service is rendered.

(b) *Dividend income*

Dividend income is recognised when the right to receive payment is established.

(c) *Interest income*

Interest income is recognised using the effective interest method.

2.4 Income taxes

Current income tax is recognised at the amount expected to be paid to or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date.

Deferred income tax is recognised for all temporary differences except when the deferred income tax arises from the initial recognition of an asset or liability that affects neither accounting nor taxable profit or loss at the time of the transaction.

Current and deferred income tax is measured using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date, and are recognised as income or expenses in profit or loss, except to the extent that the tax arises from a transaction which is recognised directly in equity.

2. **Significant accounting policies (continued)**

2.5 Property, plant and equipment

Property, plant and equipment are recognised at cost less accumulated depreciation and accumulated impairment losses.

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably.

Depreciation is calculated using the straight-line method to allocate the depreciable amounts over their estimated useful lives. The estimated useful lives are as follows:

	Useful Lives
Office equipment and furniture and fittings	3 - 5 years
Motor vehicles	4 years

The residual values, estimated useful lives and depreciation method of property, plant and equipment are reviewed, and adjusted as appropriate, at each balance sheet date. The effects of any revision are recognised in profit or loss when the changes arise.

On disposal of an item of property, plant and equipment, the difference between the disposal proceeds and its carrying amount is recognised in profit or loss.

2.6 Investments in subsidiaries

Investments in subsidiaries are carried at cost less accumulated impairment losses in the Company's balance sheet. On disposal of investments in subsidiaries, the difference between disposal proceeds and the carrying amounts of the investments is recognised in profit or loss.

2.7 Investments in associates

Associates are entities over which the Company has significant influence, but not control, generally accompanied by a shareholding giving rise to voting rights of 20% and above but not exceeding 50%.

Investments in associates are carried at cost less accumulated impairment losses in the Company's balance sheet. On disposal of investments in associates, the difference between disposal proceeds and the carrying amounts of the investments is recognised in profit or loss.

2. Significant accounting policies (continued)

2.8 Impairment of non-financial assets

Investments in subsidiaries and associates, and property, plant and equipment are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired.

For the purpose of impairment testing the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash inflows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash-generating-unit ("CGU") to which the asset belongs.

If the recoverable amount of the asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount. The difference between the carrying amount and recoverable amount is recognised as an impairment loss in profit or loss.

An impairment loss for an asset is reversed only if, there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of accumulated depreciation) had no impairment loss been recognised for the asset in prior years. A reversal of impairment loss for an asset is recognised in profit or loss.

2.9 Cash at bank and on hand
Trade and other receivables

Cash at bank and on hand and trade and other receivables are initially recognised at their fair values plus transaction costs and subsequently carried at amortised cost using the effective interest method, less accumulated impairment losses.

The Company assesses at each balance sheet date whether there is objective evidence that these financial assets are impaired and recognises an allowance for impairment when such evidence exists. Significant financial difficulties of the debtor, probability that the debtor will enter bankruptcy, and default or significant delay in payments are objective evidence that these financial assets are impaired.

The carrying amount of these assets is reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate.

These assets are presented as current assets, except for those that are expected to be realised later than 12 months after the balance sheet date which are presented as non-current assets.

2. Significant accounting policies (continued)

2.8 Impairment of non-financial assets

Investments in subsidiaries and associates, and property, plant and equipment are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired.

For the purpose of impairment testing the recoverable amount (i.e. the higher of the fair value less cost to sell and the value-in-use) is determined on an individual asset basis unless the asset does not generate cash inflows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the cash-generating-unit ("CGU") to which the asset belongs.

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An impairment loss for an asset is reversed only if, there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. The carrying amount of this asset is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of accumulated depreciation) had no impairment loss been recognised for the asset in prior years. A reversal of impairment loss for an asset is recognised in profit or loss.

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The carrying amount of these assets is reduced through the use of an impairment allowance account which is calculated as the difference between the carrying amount and the present value of estimated future cash flows, discounted at the original effective interest rate.

These assets are presented as current assets, except for those that are expected to be realised later than 12 months after the balance sheet date which are presented as non-current assets.

2. Significant accounting policies (continued)

2.13 Employee compensation

(c) Share-based compensation

Employees of the Company received share-based compensation whereby the share-based compensation plan currently comprise of restricted stocks, performance-based shares and fixed share options of Crown Holdings, Inc.

(i) Restricted shares and performance-based shares

The fair value of the employee services received in exchange for the grant of shares is recognised as an expense in the statement of comprehensive income with a corresponding increase in the share-based payment reserve over the vesting period. The total amount to be recognised over the vesting period is determined by reference to the fair value of the share granted on the date of grant.

At each balance sheet date, the Company revises its estimates of the number of shares that the employees are expected to receive. The Company recognises the impact of the revision of original estimates, if any, in profit or loss, and a corresponding adjustment to equity over the remaining vesting period.

(ii) Share options

The fair value of the employee services received in exchange for the grant of the options is recognised as an expense in the statement of comprehensive income with a corresponding increase in the share-based payment reserve over the vesting period. The total amount to be recognised over the vesting period is determined by reference to the fair value of the options granted on the date of grant. Non-market vesting conditions are included in the estimation of the number of shares under option that are expected to become exercisable on the vesting date.

At each balance sheet date, the Company revises its estimates of the number of options that are expected to become exercisable on vesting date. The Company recognises the impact of the revision of original estimates, if any, in profit or loss, and a corresponding adjustment to equity over the remaining vesting period.

2. Significant accounting policies (continued)

2.10 Trade and other payables

Trade and other payables represent unpaid liabilities for goods and services provided to the Company prior to the end of financial year. They are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business, if longer). Otherwise, they are presented as non-current liabilities.

Trade and other payables are initially recognised at fair value, and subsequently carried at amortised cost using the effective interest method.

2.11 Provisions for other liabilities and charges

Provisions for other liabilities and charges are recognised when the Company has a present legal or constructive obligation as a result of past events, it is more likely than not that an outflow of resources will be required to settle the obligation and the amount has been reliably estimated.

2.12 Borrowings

Borrowings are initially recognised at their fair value, (net of transaction costs) and subsequently carried at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in profit or loss over the period of the borrowings using the effective interest method.

Borrowings are presented as current liabilities unless the Company has an unconditional right to defer settlement for at least 12 months after the balance sheet date.

2.13 Employee compensation

The Company's contributions are recognised as employee compensation expense when they are due.

(a) *Defined contribution plans*

Defined contribution plans are post-employment benefit plans under which the Company pays fixed contributions into separate entities such as the Central Provident Fund on a mandatory, contractual or voluntary basis. The Company has no further payment obligations once the contributions have been paid.

(b) *Employee leave entitlement*

Employee entitlements to annual leave are recognised when they accrue to employees. A provision is made for the estimated liability for annual leave as a result of services rendered by employees up to the balance sheet date.

2. **Significant accounting policies** (continued)

2.13 Employee compensation

(d) *Retirement benefits*

The Company operates a defined benefit plan. Defined benefit plans are post-employment gratuity plans other than defined contribution plans. Defined benefit plans typically define the amount of benefit that an employee will receive on or after retirement, usually dependent on one or more factors such as age, years of service and compensation.

The liability recognised in the balance sheet in respect of a defined benefit plan is the present value of the defined benefit obligation at the balance sheet date, together with adjustments for unrecognised past-service costs. The defined benefit obligation is calculated using the projected unit credit method. The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows using market yields of government bonds that are denominated in the currency in which the benefits will be paid, and have tenures approximating to that of the related post-employment benefit obligations.

Past service costs are recognised immediately in profit or loss, unless the changes to the retirement benefits plan are conditional on the employees remaining in service for a specified period of time (the vesting period). In this case, the past-service costs are amortised on a straight-line basis over the vesting period.

2.14 Derivative financial instruments

Derivative financial instruments for which no hedge accounting is applied is initially recognised at its fair value on the date the contract is entered into and is subsequently carried at its fair value. Changes in its fair value are recognised in profit or loss.

2.15 Fair value estimation of financial assets and liabilities

The fair values of currency forward contracts are determined using actively quoted forward exchange market rates at the balance sheet date.

The fair values of current financial assets and liabilities carried at amortised cost approximate their carrying amounts.

2. Significant accounting policies (continued)

2.16 Operating leases

Leases of assets where substantially all risks and rewards incidental to ownership are retained by the lessors are classified as operating leases. Payments made under operating leases (net of any incentives received from the lessor) are recognised in profit or loss on a straight-line basis over the period of the lease.

When a lease is terminated before the lease period has expired, any payment made to the lessor as penalty is recognised as an expense when termination takes place.

2.17 Cash and cash equivalents

For the purpose of presentation in the statement of cash flows, cash and cash equivalents include cash on hand and deposits with financial institutions which are subject to an insignificant risk of change in value.

2.18 Currency translation

The financial statements are presented in Singapore Dollar, which is the functional currency of the Company. All financial information presented has been rounded to the nearest thousand, unless otherwise stated.

Transactions denominated in a currency other than Singapore Dollar ("foreign currency") are translated into Singapore Dollar using the exchange rates at the dates of the transactions. Currency translation differences resulting from the settlement of such transactions and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the balance sheet date are recognised in profit or loss. Non-monetary items measured at fair values in foreign currencies are translated using the exchange rates at the date when the fair values are determined.

2.19 Dividends

Dividends to Company's shareholder are recognised when the dividends are approved for payment.

2. Significant accounting policies (continued)

2.20 Financial guarantees

The Company has issued corporate guarantees to banks for borrowings of its subsidiaries. These guarantees are financial guarantee as they require the Company to reimburse the banks if the subsidiaries fail to make principal or interest payments when due in accordance with the terms of its borrowings.

Financial guarantees are initially recognised at their fair values plus transaction costs in the Company's balance sheet.

Financial guarantees are subsequently amortised to profit or loss over the period of the subsidiaries' borrowings, unless it is probable that the Company will reimburse the guarantee for an amount higher than the unamortised amount. In this case, the financial guarantees are carried at the expected amount payable to the holder of the guarantee.

2.21 Share Capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issuance of new ordinary shares are deducted against the share capital account.

3. Revenue

	2015 $'000	2014 $'000
Dividend income from subsidiaries	22,418	22,214
Management and technical fees from subsidiaries	18,522	17,776
	40,940	39,990

4. Interest income

	2015 $'000	2014 $'000
Interest income from banks	502	337
Interest income from subsidiaries	1,058	817
Total interest income	1,560	1,154

5. Other gains – net

	2015 $'000	2014 $'000
Gain/ (loss) on forward contract	434	(32)
Net exchange gain/(loss)	81	(10)
Royalty and technical fee income from the ultimate holding corporation	664	641
Rebates	1,329	16,026
Gain from liquidation of subsidiary	613	-
Others	123	157
	3,244	16,782

6. Finance expense

	2015 $'000	2014 $'000
Interest expense		
- bank borrowings	166	479
- related corporations	4,034	3,423
	4,200	3,902

7. Profit before income tax

The following items have been included in arriving at profit before income tax:

	2015 $'000	2014 $'000
Charging:		
Depreciation of property, plant and equipment (Note 12)	127	101
Employee compensation (Note 8)	13,062	12,354
Management fee to ultimate holding corporation	4,823	4,391
Rental on operating lease	546	738

8. Employee compensation

	2015 $'000	2014 $'000
Wages, salaries and other staff related costs	10,673	9,755
Employer's contribution to Central Provident Fund	283	279
Share-based compensation expense	1,956	2,150
Retirement benefits expense (Note 17)	150	170
	13,062	12,354

Key management's remuneration is disclosed under related party transactions in Note 23(b).

9. Income tax expense

(a) Income tax expense

	2015 $'000	2014 $'000
Tax expense attributable to profit is made up of:		
Current income tax – Singapore	105	171
Withholding tax – foreign	690	634
Overprovision in prior financial years	(51)	(175)
	744	630

The tax on profit before tax differs from the theoretical amount that would arise using the Singapore standard rate of income tax as follows:

	2015 $'000	2014 $'000
Profit before tax	21,460	34,980
Tax calculated at tax rate of 17% (2014: 17%)	3,648	5,947
Effect of:		
- Income not subject to tax	(4,071)	(6,305)
- Expenses not deductible for tax purposes	528	529
- Withholding tax (foreign)	690	634
- Overprovision of tax in prior financial years	(51)	(175)
Tax charge	744	630

9. Income tax expense (continued)

(b) Movement in current income tax liabilities

	2015 $'000	2014 $'000
Beginning of financial year	450	507
Income tax paid	(814)	(687)
Tax payable on profit for current financial year	795	805
Overprovision in preceding financial year	(51)	(175)
End of financial year	380	450

10. Trade and other receivables

	2015 $'000	2014 $'000
Trade receivables from subsidiaries	33,120	82,202
Less: Allowance for impairment of receivables	(23)	(32)
Trade receivables - net	33,097	82,170
Loans from subsidiaries	81,480	66,616
Less: Allowance for impairment of loan	(21,041)	(19,672)
Loans - net	60,439	46,944
Non-trade receivables from related corporations	5	3
Non-trade receivables from ultimate holding corporation	664	641
Other receivables		
- Unbilled receivables to related parties	2,585	3,817
- Non-related parties	5	15,940
	96,795	149,515

The non-trade and loan balances with ultimate holding corporation, subsidiaries and related corporations are unsecured, interest-free, except for the loans to CROWN Beverage Cans Hong Kong Limited, which is interest bearing at 3 months HIBOR/ LIBOR + 1.5%, repayable on demand.

11. Derivative financial instruments

	Contract notional amount $'000	Fair value Asset $'000	Fair value Liability $'000
2015			
Currency forwards	77,283	-	(687)
2014			
Currency forwards	78,967	-	(1,152)

12. Property, plant and equipment

	Office equipment $'000	Furniture and fittings $'000	Motor vehicle $'000	Total $'000
2015				
Cost				
Beginning of financial year	750	266	321	1,337
Additions	49	-	-	49
Disposals	(43)	-	-	(43)
End of financial year	756	266	321	1,343
Accumulated depreciation				
Beginning of financial year	693	257	60	1,010
Depreciation charge	38	9	80	127
Disposals	(43)	-	-	(43)
End of financial year	688	266	140	1,094
Net book value				
End of financial year	68	-	181	249
2014				
Cost				
Beginning of financial year	725	266	220	1,211
Additions	36	-	321	357
Disposals	(11)	-	(220)	(231)
End of financial year	750	266	321	1,337
Accumulated depreciation				
Beginning of financial year	662	257	140	1,059
Depreciation charge	41	-	60	101
Disposals	(10)	-	(140)	(150)
End of financial year	693	257	60	1,010
Net book value				
End of financial year	57	9	261	327

13. Investments in subsidiaries

	2015 $'000	2014 $'000
Beginning of financial year	310,673	312,884
Additional investment in subsidiaries	50,837	1,392
Disposal of shares in subsidiaries	(3,974)	(3,603)
End of financial year	357,536	310,673
Less: Allowance for impairment	(6,203)	(6,271)
Net investment in subsidiaries	351,333	304,402

13. Investments in subsidiaries (continued)

<u>Acquisitions, disposals and changes in interests in subsidiaries</u>

There were no acquisitions or changes in interests in subsidiaries during the financial year, except as follows:

(i) The liquidation of ZPJK Thailand Co., Ltd. was completed.

(ii) The Company injected a total sum of $25,126,322 (THB 605,000,000) as share capital into CROWN Asia Pacific Investments (T) Limited.

(iii) The Company injected a total sum $9,182,929 (USD 6,953,000) as share capital in PT. CROWN Beverage Cans Indonesia ("CBCI"), of which $1,412,476 (USD 1,132,000) was by way of conversion of the initial deposit paid by the Company on behalf of CBCI for the land purchased by CBCI.

(iv) The Company injected a total sum of $14,539,810 (USD 10,500,000) as share capital into CROWN Khmer Beverage Cans Limited.

(v) The Company increased its shareholding of $21,275 in CROWN Speciality Packaging Investment Pte. Ltd. ("CSPIL") from 60.80% to 60.81% as a result of the equity conversion of the Company's loan to CSPIL to finance CSPIL's purchases of shares in Superior Multi-Packaging Limited ("SMPL") from the minority shareholders of SMPL.

(vi) CarnaudMetalbox Packaging Sdn Bhd (in Members' Voluntary Liquidation) paid an interim distribution of $2,024,820 (MYR 6,200,000) to the Company

(vii) The Company injected a total sum of $1,966,720 (USD 1,400,000) as share capital into CROWN Indo-China Investment Company Limited ("CICI").

(viii) CICI paid a total sum of $2,494,214 (USD 1,890,000) to the Company through the return of capital by CICI by way of a repurchase of 3,780 of the Company's shares in CICI.

13. Investments in subsidiaries (continued)

Details of subsidiaries are as follows:

Name of subsidiary	Country of incorporation or registration/ place of business	Principal activities	Percentage of equity held 2015 %	2014 %
CROWN Beverage Cans Singapore Pte. Ltd.	Singapore	Manufacture and printing of metal packaging containers	100	100
CROWN Packaging Investment Pte. Ltd.	Singapore	Investment holding	100	100
CROWN China Holdings (Hong Kong) Limited	Hong Kong	Investment Holding	100	100
CROWN AP (Thailand) Company Limited	Thailand	Investment holding	100	100
PET Containers (Thailand) Limited	Thailand	Dormant	100	100
ZPJK Thailand Co., Ltd.[1]	Thailand	Dormant	-	100
CROWN Beverage Cans Hong Kong Limited[2]	Hong Kong	Trading of beverage cans and investment holding	49.17	49.17
CROWN Beverage Cans Malaysia Sdn Bhd	Malaysia	Manufacture and sale of beverage cans and ends	100	100
CarnaudMetalbox Packaging Sdn Bhd (In Members' Voluntary Liquidation)	Malaysia	Dormant	100	100
CROWN Beverage Cans Saigon Limited	Vietnam	Manufacture and printing of metal packaging containers	70	70
CROWN Beverage Cans (Cambodia) Limited	Cambodia	Manufacture and printing of metal packaging containers	100	100
CROWN Asia Pacific Investments (T) Limited	British Virgin Islands	Investment holding	100	100
CROWN Indo-China Investment Company Limited	British Virgin Islands	Investment	100	100
Crown Hanoi Investment Company Limited	Bermuda	Investment holding	51	51
CROWN Speciality Packaging Investment Pte. Ltd.	Singapore	Investment holding	60.81	60.80
CROWN Beverage Cans Sihanoukville Limited	Cambodia	Manufacture and printing of metal packaging containers	70	70

13. Investments in subsidiaries (continued)

Details of subsidiaries are as follows:

Name of subsidiary	Country of incorporation or registration/ place of business	Principal activities	Percentage of equity held 2015 %	Percentage of equity held 2014 %
CROWN Khmer Beverage Cans Limited	Cambodia	Manufacture and printing of metal packaging containers	70	70
PT. CROWN Beverage Cans Indonesia[3]	Indonesia	Manufacture and sale of beverage cans and ends	99	99

[1] During the financial year, ZPJK Thailand Co., Ltd. was liquidated.
[2] The Company has 60.4% interest in this subsidiary through indirect holdings held by its subsidiaries.
[3] The Company has 100% interest in this subsidiary through indirect holding held by its subsidiary.

14. Investment in an associate

Details of the associate are as follows:

Name of associate	Country of registration/ place of business	Principal activities	Percentage of equity held 2015 %	Percentage of equity held 2014 %
Wuxi Huapeng Closures Company Limited	The People's Republic of China	Manufacture and sale of caps and metal closures	23	23

15. Trade and other payables

	2015 $'000	2014 $'000
Current		
Trade payables due to non-related parties	95,235	102,795
Accrued operating expenses	6,029	5,548
Amounts due to subsidiaries		
- trade	20,559	13,345
- loans	43,320	53,022
Amount due to a related corporation		
- non-trade	8	29
Amount due to ultimate holding corporation		
- trade	23,724	18,901
	188,875	193,640
Non-current		
Amount due to immediate holding corporation		
- loan	116,351	119,411
Total trade and other payables	305,226	313,051

The loans due to subsidiaries are unsecured, interest-free and repayable on demand.

The loan due to the immediate holding corporation is unsecured and has no fixed term of repayment. Interest is charged at SIBOR plus 2.5% per annum.

The carrying values of non-current trade and other payables approximate to their fair value at the balance sheet date.

16. Borrowings

	2015 $'000	2014 $'000
Current		
Bank borrowings	-	4,498
Non-current		
Bank borrowings	-	13,264
Total borrowings	-	17,762

17. Provision for retirement benefits

	2015 $'000	2014 $'000
Beginning of financial year	2,470	2,300
Provision made	150	440
Payment	-	(270)
End of financial year	2,620	2,470
Present value of obligation	2,620	2,470

The principal assumptions used for accounting purposes are as follows:

	2015 %	2014 %
Discount rate applied to retirement obligations	2.45	2.27
Future salary increases	3.50	3.00

All amounts are recognised as "Administrative expenses" in the statement of comprehensive income.

18. Share capital

The Company's share capital comprises fully paid-up 85,548,420 (2014: 85,548,420) ordinary shares with no par value, amounting to a total of $133,909,000 (2014: $133,909,000).

19. Share-based payments

Employees of the Company received share-based compensation in the forms of restricted stocks, performance-based shares and fixed stock options of Crown Holdings, Inc. ("Crown").

(a) Restricted stocks and performance-based shares

Movements in the restricted stock and performance-based shares during the financial year are as follows:

	Restricted stocks	Performance-based shares
At 1 January 2015	84,671	21,774
Granted	21,094	-
Transferred/(forfeited)	(13,164)	2,787
Released	(16,975)	(11,150)
At 31 December 2015	75,626	13,411

19. Share-based payments (continued)

(a) Restricted stocks and performance-based shares (continued)

	Restricted stocks	Performance-based shares
At 1 January 2014	77,402	31,483
Granted	14,957	-
Transferred/(forfeited)	650	(9,709)
Released	(8,338)	-
At 31 December 2014	84,671	21,774

Each year, Crown awards shares to certain senior executives in the form of time-vested restricted stock and performance-based shares. The restricted stock vests ratably over three years on the anniversary date of the award.

The performance based shares cliff vest at the end of three years on the anniversary date of the award.

The fair value of the restricted stocks and performance-based shares are as follows:

	2015 US$	2014 US$
Restricted stock	53.17	45.62
Performance-based shares	49.50	48.31

The fair values of the restricted stock are based on the market stock price of Crown on grant date. The fair values of the performance-based shares granted are calculated using the Monte Carlo model. The variables used in the model include stock price volatility of 17.4% (2014: 21.5%), an expected term of 3 years (2014: three years), and a risk-free interest rate of 1.1% (2014: 0.8%) along with other factors associated with the relative performance of Crown's stock price and shareholder returns when compared to the companies in the peer group of Crown.

19. Share-based payments (continued)

(b) Share options

Movements in the number of stocks outstanding under option at the end of the financial year and their exercise prices are as follows:

	Number of stocks under option outstanding							
	Beginning of financial year	Transferred during financial year	Forfeited during financial year	Expired during financial year	Exercised during financial year	End of financial year	Exercise price US$	Exercise period
2015								
2008 options	63,000	-	-	-	(41,500)	21,500	25.32	21/02/2009 to 20/02/2017
2009 options	10,000	-	-	-	-	10,000	23.19	16/01/2010 to 16/01/2018
	73,000	-	-	-	(41,500)	31,500		
2014								
2008 options	112,000	3,000	-	-	(52,000)	63,000	23.45	21/02/2009 to 20/02/2017
2009 options	10,000	-	-	-	-	10,000	23.19	16/01/2010 to 16/01/2018
	122,000	3,000	-	-	(52,000)	73,000		

Outstanding stock options have a contractual term of 10 years, are fixed-price and non-qualified. Options granted in 2007 or later vest over six years at 20% per year with initial vesting on the second anniversary of the grant. Out of the outstanding options of 31,500 (2014: 73,000) stocks as at balance sheet date, options on 31,500 (2013: 65,000) stocks were exercisable.

Stock options were valued at their grant date fair value using the Black-Scholes option pricing model carried out by Crown. Valuations incorporate several variables, including expected term, expected volatility, and a risk-free interest rate. The expected term (which is the timeframe under which an award is exercised after grant) is derived from historical data about participant exercise and post-vesting employment termination patterns. Volatility is the expected fluctuation of the Crown's stock price in the market and is derived from a combination of historical data about the Crown's stock price and implied volatilities based on market data. The risk-free interest rate is the U.S. Treasury yield curve rate in effect at the date of the grant which has a contractual life similar to the option's expected term. The forfeiture rate is based on historical data of the forfeiture of non-vested share-based awards through the termination of service by plan participants. Based on historical data, Crown estimated the annual forfeiture rate on non-vested awards to be between three and five percent in each year.

No stock options were granted by Crown in 2015 and 2014.

20. Commitments and contingent liabilities

(a) Operating lease commitments

The Company leases office space and apartments under non-cancellable operating lease agreements. The leases have varying terms and renewal rights.

The future minimum lease payables under non-cancellable operating leases contracted for at the balance sheet date but not recognised as liabilities, are as follows:

	2015 $'000	2014 $'000
Not later than one year	372	180
Later than one year but not later than five years	110	46
	482	226

(b) Contingent liabilities

As at 31 December 2015, the Company has issued corporate guarantees for the amount of $32,180,000 (US$16,487,000; RMB40,000,000) [2014: $150,510,000 (US$113,530,000)] to banks for loan facilities granted to certain subsidiaries. The drawn-down loan payable to banks are recognized in the subsidiaries' balance sheet. As at date of these financial statements, the directors are of the view that no material losses will arise in respect of these corporate guarantees issued.

21. Financial risk management

The Company's activities expose it to a variety of financial risks: market risk (including currency risk, interest rate risk), credit risk and liquidity risk. The Company's overall risk management programme focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the financial performance of the Company. The Company uses derivative financial instruments such as foreign exchange contracts to hedge certain risk exposures.

The following sections provide details regarding the Company's exposure to the above-mentioned financial risks, and processes for the management of these risks.

21. Financial risk management (continued)

(a) Market risk

(i) Currency risk

The Company's operation is exposed to currency risk arising from various currency exposures, primarily with respect to United States dollar ("USD"). Currency risk arises when future commercial transactions, recognised assets and liabilities are denominated in a currency that is not the Company's functional currency. The Company manages this risk through forward contracts, to hedge its exposure against foreign currency risk in the local currency. External foreign exchange contracts are designated as hedges of foreign exchange risk in recognised assets, liabilities and future contractual transactions. The Company also manages foreign exchange risk arising from its USD denominated financial assets and liabilities through the natural hedge strategy.

The Company's currency exposure to the USD is as follows:

	2015 $'000	2014 $'000
Financial assets		
Trade and other receivables	80,580	132,902
Cash at bank and on hand	111,427	81,094
	192,007	213,996
Financial liabilities		
Trade and other payables	(115,758)	(117,124)
Net financial assets	76,249	96,872
Less: Currency forwards	(73,031)	(75,505)
Currency exposure	3,218	21,367

Sensitivity analysis for currency risk

The following table demonstrates the sensitivity to a reasonably possible change in the USD exchange rates against SGD on the Company's profit after tax. This analysis assumes that all other variables, including interest rates and income tax rates, remain constant.

	Profit after tax Increase/(decrease) 2015 $'000	 2014 $'000
USD against SGD		
- Strengthened by 3% (2014: 3%)	80	485
- Weakened by 3% (2014: 3%)	(80)	(485)

21. **Financial risk management** (continued)

(a) Market risk (continued)

(ii) Interest rate risk

The Company is exposed to interest rate risk on its borrowings. The Company periodically reviews its liabilities and monitors interest rate fluctuations to ensure that the exposure to interest rate risk is within acceptable levels.

The Company's borrowings at variable rates are denominated mainly in SGD. At 31 December 2015, if the SGD interest rates had increased/decreased by 70 basis points (2014: 20 basis points) with all other variables including tax rate being held constant, the profit after tax for the year would have been lower/higher by $814,000 (2014: $274,000) as a result of higher/lower interest expense on these borrowings.

(b) Credit risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in financial loss to the Company. Credit risk arises mainly from cash at bank and trade and other receivables.

(i) Cash at bank

The credit risk on cash at bank is limited because the counterparties are banks or financial institutions which are regulated and have high credit ratings assigned by international credit-rating agencies. Cash at bank are neither past due nor impaired and management does not expect any counterparty to fail to meet its obligation.

21. Financial risk management (continued)

(b) Credit risk (continued)

(ii) Trade and other receivables

Trade and other receivables substantially comprise balances with holding corporations, subsidiaries and related corporations.

By type of receivable		
Related parties		
- trade	33,097	82,170
- non-trade and loans	63,693	51,405
Non-related parties	5	15,940
	96,795	149,515

The carrying amount of trade and other receivables individually determined to be impaired and the movement in the related allowance for impairment are as follows:

	2015 $'000	2014 $'000
Gross amount	21,064	19,704
Less: Allowance for impairment	(21,064)	(19,704)
	-	-
Beginning of financial year	19,704	18,746
Allowance (utilised)/ made	(9)	27
Currency translation difference	1,369	931
End of financial year	21,064	19,704

21. Financial risk management (continued)

(b) Credit risk (continued)

(ii) *Trade and other receivables* (continued)

Allowance for impairment was made on the balances with a subsidiary and a related corporation as they are either dormant or there is no foreseeable repayment of the receivables.

Other than the above, no impairment allowance has been made on the trade and other receivables as management is of the view that they are recoverable.

(iii) *Maximum exposure to credit risk*

At the balance sheet date, there were no significant concentrations of credit risk. The maximum exposure to credit risk is represented by:

- the carrying amount of each class of financial assets recognised in the balance sheet of the Company; and
- the corporate guarantees provided by the Company to banks for facilities granted to its subsidiaries as disclosed in Note 20(b).

The Company's financial assets are not secured by any collateral or credit enhancements.

(c) Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting financial obligations due to shortage of funds. The Company's exposure to liquidity risk arises primarily from mismatches of the maturities of financial assets and liabilities.

The Company adopts prudent liquidity management by maintaining sufficient cash and having an adequate amount of committed credit facilities. The Company maintains sufficient cash balances to provide flexibility in meeting its day-to-day funding requirement and to mitigate the effects of fluctuations in cash flows.

All the Company's non-derivative financial liabilities (namely trade and other payables) and derivative financial instruments, based on contractual undiscounted cash flows, are due for repayment or settlement within a year as at balance sheet date.

21. Financial risk management (continued)

(d) Capital risk

The primary objective of the Company's capital management is to ensure that it maintains strong net assets in order to maximise shareholder value.

Management monitors its capital based on the net assets of the Company. The Company is not subject to any externally imposed capital requirements.

(e) Fair value measurements

The following table presents the assets and liabilities measured at fair value classified by level of fair value measurement hierarchy:

	Level 2 $'000
As at 31 December 2015	
Derivatives financial instruments	(687)
As at 31 December 2014	
Derivatives financial instruments	(1,152)

The fair value of forward foreign exchange contracts is determined using forward exchange rates at the balance sheet date. These instruments are included in Level 2.

The carrying value less impairment provision of current trade receivables and payables approximate to their fair values.

(f) Financial instruments by category

The carrying amounts of financial assets at fair value are disclosed on the face of the balance sheet and in Note 11 to the financial statement. The aggregate carrying amounts of loans and receivables and financial liabilities at amortised cost are as follows:

	2015 $'000	2014 $'000
Financial liabilities at fair value through profit or loss		
- Derivative financial instruments	(687)	(1,152)
Loans and receivables	228,410	278,561
Financial liabilities at amortised cost	(307,846)	(333,283)

22. Immediate and ultimate holding corporation

The Company's immediate holding corporation is Société de Participations CarnaudMetalbox, incorporated in France. The directors consider Crown Holdings, Inc., incorporated under the laws of the State of Pennsylvania, United States of America, to be the ultimate holding corporation of the Company by reason of its control over all the shares in the Company representing 100% of its issued capital, and its influence over the appointment of all the members of the Board of Directors of the Company.

23. Related party transactions

In addition to the information disclosed elsewhere in the financial statements, the following transactions took place between the Company and related parties at terms agreed between the parties.

(a) Sales and purchase of goods and services

	2015 $'000	2014 $'000
Payments made on behalf of subsidiaries for purchase of property, plant and equipment	-	122

Outstanding balances at 31 December 2015 are disclosed in Notes 10 and 15 respectively.

(b) Key management personnel compensation

Key management personnel refer to the directors who have employment relationships with the Company and have received remuneration in those capacities. The key management remuneration includes fees, salary, bonus, commission and other emoluments (including benefits-in-kind) computed based on the costs incurred by the Company, and where the Company did not incur any costs, the value of the benefit.

The key management personnel compensation is as follows:

	2015 $'000	2014 $'000
Salaries and other short-term employee benefits	3,169	1,923
Employer's contributions to Central Provident Fund	201	120
Share option expense	1,956	1,590
	5,326	3,633

24. Event occurring after balance sheet date

Subsequent to the financial year, the Company injected $12,719,717 (USD9,165,000) as share capital into CROWN Indo-China Investment Company Limited and $159,473 (USD113,000) as share capital into PT. CROWN Beverage Cans Indonesia.

The Company received a final distribution of $60,609 (MYR184,678) from CarnaudMetalbox Packaging Sdn Bhd (In Members' Voluntary Liquidation) on 6 January 2016.

25. New or revised accounting standards and interpretations

The Company has not early adopted any mandatory standards, amendments and interpretations to existing standards that have been published but are only effective for the Company's accounting periods beginning on or after 1 January 2016. However, management anticipates that the adoption of these standards, amendments and interpretations will not have a material impact on the financial statements of the Company in the period of their initial adoption.

26. Authorisation of financial statements

These financial statements were authorised for issue in accordance with a resolution of the Board of Directors of CROWN Asia Pacific Holdings Pte. Ltd. on 25 April 2016.

Wastewater Treatment System description 2014/15

System Operator

The controller system coordinates flows, loads reagent demand, and monitors the reaction environment. The constant flow of digital and analog data is analyzed and the control response is computed. Correct treatment is carefully monitored. If treatment failure occurs, the control logic senses the failure and visually and audibly notifies the operator. All alarms are self-correcting, and treatment will automatically continue if the condition is temporary.

Flow Equalization and Emergency Holding Tank

The tank is designed to handle peak flows or surges of any quantity, and provide a constant rate to the wastewater treatment system. The holding capacity further provides storage for the wastewater in the event of treatment components failure or system alarm. The controller monitors water levels 24 hours a day. The transfer system consists of the collection tank, level controls, and an air diaphragm pump. The transfer-rate and pumping flow rate are set by the controller.

PM Equalization Tank, Bleed System

Spent solutions, such as DI regeneration waste and PM rinse tank cleaning solutions, are usually several times stronger than rinse water. This extreme difference in strength affects the amount of reagent and flocculant needed for proper treatment. The controller will automatically regulate the flow and will adjust the reagent and floc feeds to accommodate the proportioned addition of concentrated waste.

Four Programmable Reagent Feed System

The treatment process depends on a reliable supply of reagent, which is delivered on demand as determined by the controller. The covered reagent tank is modular with a mixer, level control, water makeup, and a factory mounted chemical feed pump. The chemical feed pump is an air diaphragm pump. The controller will regulate and monitor flow and specify exact additions. Coagulants and flocculants are proportioned to system flow. Reagent use is determined and displayed as total liters used. Total cost is calculated as well.

Lime Make-up System from Lime Slurry

A holding tank will provide a storage capacity of 30 days. The tank will have a recirculation loop to keep the lime in suspension. The primary goal is to keep operators from directly handling or coming into contact with lime bags as much as possible.

Treatment Reactor (R-1 and R-2)

Waste is separated from the water by chemical precipitation in the treatment reactor. The reactor balances flows, waste loads, reagent demands, and monitors the reaction environment. Each reactor is equipped with a mixer, removable probe holders, and reagent feed ports. The design of the mixers and the reagent feed ports are matched to prevent short-circuiting of untreated material.

Anti-Corruption and Anti-Money Laundering Certifications of Party B

1. Party B represents, warrants and covenants to Party A and the Company that:

a. no director, officer, managerial employee or agent of any member of the Party B Group, or any other person who exercises managerial authority within the Party B Group, is a Myanmar Official;

b. no Myanmar Official owns, directly or indirectly, any shares or other beneficial interest in any member of the Party B Group;

c. in carrying out its responsibilities under this Agreement, neither Party B nor any member of the Party B Group nor any director, officer, employee, or equity owner thereof shall, directly or indirectly, pay or give anything of value, whether tangible or intangible (*e.g.*, gifts, entertainment, travel expenses, charitable donations, political contributions, or hiring an individual or relative) with corrupt intent, including making bribes or kickbacks, to any private party – or to any "official" within the meaning of the Crown Anti-corruption Policy, political party or official thereof, or candidate for political office for the purpose of influencing any act or decision, securing an improper benefit, or otherwise promoting the business interests of the Company in any respect, nor may they offer, promise, authorize, accept, or solicit any such giving or payment. Party B further represents and warrants that no payment, giving, offer, promise, authorization, acceptance, or solicitation of the sort described in this paragraph has been made prior to the date of this Agreement. Party B shall use its best efforts to cause the agents that Party B engages to assist it in carrying out its responsibilities under this Agreement to comply with the covenants of Party B contained in the preceding sentence, but shall not be liable to the Company and Party A for an agent's violation of any such covenant if Party B's best efforts to assure compliance cannot reasonably be expected to prevent such violation;

d. neither Party B nor any member of the Party B Group nor any director, officer, employee or agent or equity owner thereof shall use its relationship with the Company or Party A to attempt to disguise the sources of illegally-obtained funds. Party B further represents and warrants that no such attempt of the sort described in this paragraph has been made prior to the date of this Agreement;

e. the books and records of the Party B Group have been kept in accordance with the Myanmar Financial Reporting Standards ("MFRS") and in all material respects are accurate, complete and correctly reflect transactions relating to the provision of services to the Company and/or Party A. Party B further represents and warrants that the Party B Group will continue to maintain books and records in accordance with the MFRS and that these books and records shall in all material respects be accurate, complete, and correct, and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, the accuracy, completeness, and correctness of such books and records, in accordance with the MFRS;

f. Party B has received, read, and agrees to comply with, to cause the other members of the Party B Group to comply with, and to use its best efforts to cause its third party subcontractors and sub-agents to comply with, the terms of the Crown Anti-corruption Policy.

2. Notwithstanding any other provision of this Agreement, the Company may immediately suspend provision of one or more of the Party B Support Services, and performance of any of the Company's obligations related thereto (including, but not limited to, any payments required therefor), in the event it or Party A should receive information which it determines in good faith and in its sole discretion constitutes a breach by Party B of any undertaking in subsections 'a', 'b', 'c', 'd', 'e' or 'f', above. Neither Party A nor the Company shall be liable to Party B for any claims, losses, costs, or damages related to the Company's decision to forbear from performance of its obligations under this provision.

3. In the event of receipt of such breach and/or such suspension, pursuant to the preceding paragraph, Party A shall have the right to audit or cause the Company to audit Party B in order to satisfy itself that no breach has occurred, and Party B shall fully cooperate with any such audit or related inquiry.

4. In the event Party B ceases to provide any Party B Support Service(s) pursuant to the procedure set forth in Article 5.5 of the Joint Venture Agreement, Party A or the Company shall have no liability to Party B under this Agreement for any unpaid fees, reimbursements or other compensation owed for such Party B Support Service(s), or for any other loss, cost, claim, or damage resulting, directly or indirectly, to the Party B Group from such termination.

5. In no event shall Party A or the Company be obligated to take any action under this Agreement if such party, acting in good faith and in its sole discretion, believes that to do so would cause such party to be in violation of any nation's or territory's laws, including but not limited to the Compliance Requirements.

1 June 2016

CROWN Asia Pacific Holdings Pte. Ltd.
10 Hoe Chiang Road
#19-01, Keppel Towers
Singapore 089315
Attention: Robert Henry Bourque, Jr.

Dear Sirs

Disclosure Letter for –

1) **Joint Venture Agreement (the "Joint Venture Agreement") dated 1st June 2016 between CROWN Asia Pacific Holdings Pte. Ltd. ("Party A") and Taung Pyar Dan Company Limited ("Party B") for the establishment of a 2-piece can making business in Myanmar and the incorporation of a joint venture company in Myanmar (the "JV Company");**
2) **Land Lease Agreement between JV Company and the Myanmar Government; and**
3) **The Supply Agreement between Party B and the JV Company.**

1. Introduction

1.1 This letter is the Disclosure Letter referred to in the Joint Venture Agreement.

2. Preliminary Matters

2.1 The representations and warranties provided by Party B and the Party B Group in the Joint Venture Agreement and particularly Articles 5, 7 and Appendix D (together the "**Representations and Warranties**") and the non-competition covenants in Article 13 ("**Non-Competition Covenants**") of the Joint Venture Agreement, are hereby agreed to be qualified by the disclosures contained or referred to in this Disclosure Letter, and it is hereby agreed by Party A that Party B and each member of the Party B Group shall not be in breach of any of the Representations and Warranties or Non-Competition Covenants in respect of the matters disclosed in this Disclosure Letter.

2.2 Party B makes the disclosures in this Disclosure Letter for itself as well as on behalf of each member of the Party B Group in respect of the Representations and Warranties and Non-Competition Covenants which relate to such member of the Party B Group.

2.3 The disclosure of any matter or document shall not imply any representation, warranty or undertaking not expressly given in the Joint Venture Agreement nor shall such disclosure be taken as extending the scope of any of the Warranties and/or any of the Non-Competition Covenants. Except where specifically warranted and/or agreed in the Joint Venture Agreement, no representation, warranty or agreement is given or made by Party B in relation to any opinion, forecast, estimate, projection or statement of intent which may have been made in any correspondence or documents disclosed by or in connection with this Disclosure Letter.

2.4 No warranty or representation is given by Party B as to the existence of applicable laws or regulations (statutory or otherwise) in force at the date hereof nor as to the implications or effects of changes in applicable legislation, regulations, rules, ordinances, orders or other requirements or the introduction or coming into effect of any of the same after the date hereof.

2.5 Party B and the companies in the Party B Group are Myanmar companies and are required to comply with Myanmar law, rules and regulations (as amended from time to time).

2.6 References in this Disclosure Letter to the provision or disclosure of information to Party A will be deemed to have been satisfied by the provision of such information to Party A.

2.7 Terms defined in the Joint Venture Agreement shall have the same meaning in this Disclosure Letter, unless the context otherwise requires. If an inconsistency exists between the Joint Venture Agreement and this Disclosure Letter, this Disclosure Letter prevails. A reference to this Disclosure Letter shall include a reference to the **Schedules** to this Disclosure Letter.

2.8 The disclosures made by Party B in this Disclosure Letter shall also qualify and be applied to:

(i) The Supply Agreement; and

(ii) The Land Lease Agreement

(together with the Joint Venture Agreement the "**Transaction Documents**").

3. General Disclosures

3.1 This Disclosure Letter is deemed to include by reference the matters set out below (but without prejudice to the question of whether they are disclosed for the purposes of any Representation and Warranty or Non-Competition Covenant to which they may be relevant):

3.1.1 all matters which are contained or referred to in the Joint Venture Agreement and/or any Transaction Documents;

3.1.2 all matters which are contained in the documents provided to Party A, as listed in Schedule 1 (the "**Disclosure Documents**");

3.1.3 the documentation relating to Mr Tun Tun Win's appointment as honorary consul for Estonia, all of which have been made available to Party A and are listed in Schedule 1 (together the "**Diplomatic Documents**"); and

3.1.4 all information available on the corporate website of Consumer Goods Myanmar (available at http://www.cg-m.com/) to the extent the information relates to the Business,

in each case whether or not such investigations, searches, enquiries or inspections have been made.

3.2 All the above disclosures are made generally for the purposes of **Articles 5, 7 and 13** and **Appendix D** to the Joint Venture Agreement.

4. Specific Disclosures

4.1 The following specific disclosures are made in relation to the Joint Venture Agreement. Each matter disclosed is listed against the paragraph number of the Representation and Warranty or Non-Competition Covenant given in Articles 5, 7 or 13 or Appendix D to the Joint Venture Agreement to which the disclosure is most likely to relate, but a disclosure applies to all of the Representation and Warranties and Non-Competition Covenants by any member of the Party B Group to which it is or may be appropriate and a disclosure is not limited in any way to the specific warranty or representation to which it refers below.

Articles 5 and 7 and Appendix D of the Joint Venture Agreement (Representations and Warranties)

Warranty No.	Specific Disclosure	Document Location
5.2	During periodic maintenance conducted by the Government on or in relation to electricity lines and natural gas pipe lines, there may be temporary disruptions to the flow of natural gas and/or electricity. In relation to electricity particularly, there are intermittent disruptions to supply in Myanmar which are outside of the control of Party B or the Party B Group. Supply disruptions are less common in relation to natural gas and would generally arise due to planned maintenance.	

Warranty No.	Specific Disclosure	Document Location
	Water will be supplied to the Can Plant from ground water reservoirs. Prices for gas, electricity and other utilities are set by the Government and are outside the control of Party B.	
5.5	Party B and/or members of the Party B Group have dealt or are dealing with the following: 1) Myanmar Post and Telecommunications a. **Ownership**: Owned by KDDI and the Myanmar Government b. **Relationship**: TPD has dealt with Myanmar Post and Telecommunications for fax, telephone, internet and post services. It will also be necessary for the JV business to deal with Myanmar Post and Telecommunications. 2) Myanmar Oil and Gas Enterprise at Minister's Office, Ministry of Energy, Complex No. 6, Nay Pyi Taw, Myanmar a. **Ownership**: Myanmar Government b. **Relationship:** TPD has dealt with MOGE for the supply of oil and gas services. The JV business will also need to deal with MOGE. 3) Kanbawaza Bank at No. (615/1), Pyay Road, Kamaryut Township, Yangon, Myanmar a. **Ownership**: U Aung Ko Win – there are also other shareholders b. **Relationship**: For all of the banks on this list, the only relationship TPD has had is through customers and clients sending funds to TPD through said banks to TPD's bank accounts (which are not with sanctioned entities and hence not included	

Warranty No.	Specific Disclosure	Document Location
	in this Disclosure Letter). It also may be the case that some of TPD's staff could have personal relationships with the banks on this list – this would be separate, however, from their employment with TPD and not something which TPD has visibility on. 4) Myanmar Apex Bank at 207, Thein Phyu Road (Middle Block), Botahtaung Township, Yangon, Myanmar a. **Ownership**: U Chit Khine – there are also other shareholders 5) Ayeryarwady Bank at No. 416, Mahabandoola Road, Kyauktada Township, Yangon, Myanmar a. **Ownership**: U Zaw Zaw – there are also other shareholders 6) Asia Green Development Bank at No. 73/75, Sule Pagoda Road, Pabedan Township, Yangon, Myanmar a. **Ownership**: U Tay Za – there are also other shareholders 7) United Amara Bank at Bank Development Zone, No. (3), Corner of Kyaing Tone Road and Mawlamyaing Road, Oaktaya Thiri Township, Nay Pyi Taw, Myanmar a. **Ownership**: U Aung Thaung and his son 8) Myanmar Foreign Trade Bank at 80-86, Mahabandoola Garden Street Kyauktada Township, Yangon, Myanmar a. **Ownership**: Myanmar Government 9) Myawaddy Bank Ltd at 151, War Dan St., Myawaddy Luxury Complex, Lanmadaw, Yangon, Myanmar	

Warranty No.	Specific Disclosure	Document Location
	a. **Ownership**: Myanmar Military 10) Innwa Bank Ltd at No. (554/556), Corner of Merchant Road & 36 street, Kyauktada Township, Yangon, Myanmar a. **Ownership**: Myanmar Military 11) Myanma Investment and Commercial Bank at No. 170-176, corner of Merchant Road and Bo Aung Kyaw Street, Botahtaung Township, Yangon, Myanmar a. **Ownership**: Myanmar Military each of which is or has been, directly or indirectly, at least 50% owned by (i) a Sanctioned Person; (ii) the Burmese Ministry of Defense, including the Office of Procurement; or (iv) a state or non-state armed group including the military, within the last four years. **NB: As a general comment, some toll, road and airport fees in Myanmar are operated by Sanctioned Persons, i.e. Yangon Airport by Asia World Group and Sea Port.** **It may be the case that the JV business will eventually need to pay such fees, depending on the operations and requirements of the business, so the Parties should be prepared to address this if those requirements do arise.**	
5.5(1)	Party B has disclosed to Party A that Mr Tun Tun Win is the Honorary Consul of Myanmar to Estonia and has provided documentation in relation to the same. Party A has expressly agreed that Mr Tun Tun Win's appointment as Honorary Consul of Myanmar for Estonia is acceptable to Party A and that the engagement poses no issues in relation to the Joint Venture Agreement.	Please refer to the Diplomatic Documents.

7.2	The Parties have agreed that Party B will facilitate the transfer of the Land Lease Agreement pertaining to the Site to the JV Company, after which the Land Lease Agreement will be between the JV Company and the Myanmar Government. The Site itself will remain the property of the Myanmar Government during the life of the Land Lease Agreement. There have been no environmental consents or permits obtained in relation to the Site.	
Appendix D		
1(a) and (b)	Party B has disclosed to Party A that Mr Tun Tun Win is the Honorary Consul of Myanmar for Estonia and has provided documentation in relation to the same. Party A has expressly agreed that Mr Tun Tun Win's appointment as Honorary Consul of Myanmar for Estonia is acceptable to Party A and that the engagement poses no issues in relation to the Joint Venture Agreement. Party A has expressly agreed that Mr Tun Tun Win's status as Honorary Consul of Myanmar for Estonia shall not constitute a breach of Articles 1(a) or (b) of Appendix D.	Please refer to the Diplomatic Documents
1(e)	It is the business practice of the Party B Group to only maintain its Accounts insofar as they relate to the Business for a rolling period of 2 months and the Party B Group does not generally retain the records relating to the Business for any significant period of time.	

Article 13 of the Joint Venture Agreement (Non-Competition Covenants)

13.1	Entities within the Party B Group and/or Mr Tun Tun Win in his capacity as a Director and Shareholder in entities outside of the Party B Group, have the following existing business interests, and such business interests will continue uninterrupted and may substantially increase: (i) Can lines for the production of 3-piece cans	

	and lids – Party B has informed Party A that this business will likely be expanded in the future and new 3-piece can lines may be set-up and Party A hereby consents and grants its agreement to the same, provided that Party B agrees that, in relation to 3-piece can lines for ready to drink products, Party B will use its best endeavours to transition any such expansion to the Company, if the Company has capacity to manufacture such can lines; and (ii) Plastic (PET/PP/HDPE or other plastic base), aluminium foil and Tetra-Pak based beverage packaging lines, from PET pre-form stage through to final form ready-to-drink products.	

5. **Acknowledgment**

5.1 Please acknowledge receipt of this Disclosure Letter and the Disclosure Documents by signing and returning the enclosed copy and confirming your agreement to the same. By so doing, Party A confirms to Party B and the Party B Group that it has received a copy of each of the Disclosure Documents.

Yours faithfully

Acknowledged and agreed this [date]

For and on behalf of
Taung Pyar Dan Company Limited

For and on behalf of
CROWN Asia Pacific Holdings Pte. Ltd.

Schedule 1

Disclosure Documents

1. Master Plan of the Land Plots at Mingalardon Garden City, Yangon Industrial Park
2. The Land Lease for Plots 219, 220, 221 and 222 at Mingalardon Garden City, Yangon Industrial Park in the Burmese Language
3. Unofficial English Translation of the Land Lease for Plots 219, 220, 221 and 222 at Mingalardon Garden City, Yangon Industrial Park
4. The Land Lease for Plots 224, 225, 226 and 227 at Mingalardon Garden City, Yangon Industrial Park in the Burmese Language
5. Unofficial English Translation of the Land Lease for Plots 224, 225, 226 and 227 at Mingalardon Garden City, Yangon Industrial Park in the Burmese Language
6. Letter dated 18 March 2014 from Myanma Oil and Gas Enterprise to Taung Pyar Dan Co., Ltd regarding Invoice No. SD (TPD) 02/13-14 dated 18 March 2014
7. Proposed Application to MIC for the TPD / CROWN Joint Venture
8. Appointment Letter for Mr Tun Tun Win as Honorary Consul for Estonia to Myanmar, in the Estonian Language
9. Unofficial English Translation of the Appointment Letter for Mr Tun Tun Win as Honorary Consul for Estonia to Myanmar

Appendix 3

TERMS AND CONDITIONS FOR ALUMINIUM HEDGE TRANSACTIONS

These Terms and Conditions are supplementary to a specific written request (the "Request") issued or acknowledged by a customer ("Customer") of CROWN Beverage Cans Myanmar Limited ("CROWN"). Under such Request, CROWN will enter into a legally binding commitment with a bank or aluminium supplier ("counterparty") to fix the aluminium ingot price for a quantity of aluminium can sheet corresponding to the stipulated volume for can bodies ("Cans") in the schedule attached to the Request in a fixed period of time (the "Execution Period") at or lower than a stipulated price (the "Strike Price") and Customer commits to bear all costs associated with such Request. The Strike Price shall include a fee of US$25 per MT for physical hedges, subject to notifications by aluminium supplier or US$25 per MT for financial hedges due to CROWN.

1. Implementation of Instruction. CROWN shall use commercially reasonable efforts to implement the Request, but CROWN shall have no liability to Customer if, despite using such commercially reasonable efforts, the Request is not implemented. CROWN makes no guarantee that there will be enough capacity in the marketplace for CROWN to secure fixed price commitments for the quantities requested by Customer in the Request. If there is insufficient capacity to execute the full order and the Request is implemented for as much of the specified quantity as is available within the pricing guidelines of the Request, then Customer's fixed quantity/take or pay purchase obligations under Sections 3 and 4 below shall be proportionately reduced.

2. Hedging Limits. The Execution Period shall be a minimum of three (3) months' supply of Cans. CROWN will only accept a Request to fix a Strike Price, by month, for aluminium corresponding to a maximum of 90% of Customer's monthly volume for Cans for a maximum period of 24 months (the "Limit"). Depending on market conditions and CROWN's evaluation of Customer's financial and credit position, the Limit may be changed upon CROWN's notification.

3. Collateral or Other Security. CROWN shall advise Customer of any requirements of the counterparty for collateral or other security, and Customer shall be responsible for all such collateral or security, in whatever form required by CROWN, regardless of when the fixed price order was placed.

4. Customer's Purchase Commitment; Failure of Supplier. Customer acknowledges that, based on the Request (a) CROWN will enter into a binding commitment to fix a price for the aluminium ingot component of a quantity of can sheet corresponding to the stipulated volume for Cans in the schedule attached to the Request during the Execution Period and (b) CROWN may issue firm orders to suppliers to purchase such quantity of can sheet, each on Customer's behalf and exclusively for Customer's benefit. Accordingly, Customer agrees to bear all costs associated with each such action taken by CROWN on Customer's behalf and for Customer's benefit. Customer acknowledges that CROWN's fulfilment of its obligations under the Request is completely dependent on the counterparty's fulfilment of its obligations to CROWN. If, for any reason, a counterparty fails to perform its obligations, including,

without limitation, breach of contract or rejection of its obligations in bankruptcy or liquidation, CROWN shall be relieved of any obligation to fix a price for the aluminium ingot component of can sheet at the Strike Price or to supply Customer with Cans at a price that is based on the Strike Price. CROWN shall not be responsible to Customer for the consequences to Customer arising from such occurrence.

5. Take or Pay Obligation. Customer shall be obliged to take full delivery of the Cans at the price calculated based on the Strike Price during the month specified in the schedule attached to the Request, failing which Customer shall pay to CROWN by the end of that month, the cost of the unused metal (plus applicable conversion costs) or, if applicable, the cost of unwinding any portion of any fixed price metal position that is not actually shipped to CROWN during the Execution Period, and all other costs and expenses relating to or arising from Customer's failure to fulfil such obligation, incurred by CROWN or imposed by the counterparty.

6. No Refunds. No refund shall be due to Customer in the event that market metal prices vary from the price obtained by CROWN upon execution of the order.

7. Indemnification of CROWN. Customer shall indemnify and hold CROWN harmless from any losses, damages, costs and expenses suffered or incurred by CROWN arising from or relating to the institution, administration and termination of the Request, including any costs and expenses incurred by CROWN to enforce its rights hereunder, including legal fees.

8. Miscellaneous. The indemnity stated in Section 6 above shall survive the expiry or early termination of the supply agreement between CROWN and Customer. Except as specifically modified hereby, the terms of the supply agreement between CROWN and Customer remain in full force and the Request (including these Terms and Conditions) shall be deemed a part of such supply agreement. If such supply agreement does not specify otherwise, such supply agreement and the Request (including these Terms and Conditions) shall be governed by the laws of Singapore, without regard to applicable conflicts of laws principles. CROWN shall have the right to assume that the signatures on each document submitted to it are genuine and that each person who signed such document had authority to do so.

PROCEDURES FOR ALUMINIUM HEDGE TRANSACTIONS

1. Customer shall issue a Request to CROWN at least 4 months in advance of the delivery month of the Cans i.e. before the end of M-4, with M being the month of delivery of Cans to the Customer. For instance, for deliveries of Cans in April 2016, the order has to be carried out before 1 January 2016 and the Execution Period expires by 31 December 2015. The Request shall specify the expiration date of the Request.

2. The Customer's authorised persons (to be designated by Customer and informed to CROWN) have to instruct the Supplier in writing or by electronic transmission:

- the number of Cans (in millions);
- the Strike Price; and
- the Execution Period.

3. For an Execution Period of more than 1 month, Customer has to provide the quantity of Cans on a monthly basis and the order will be carried out based on the average price of aluminium quoted on the London Metal Exchange ("LME") for the Execution Period. For example, if Customer wants to hedge for January to March 2016 at a Strike Price of USD 2500 for monthly quantities of 10 million Cans, the Strike Price will be based upon the average price of aluminium quoted on the LME for the 3 months from January to March 2016.

4. The order will be done on a LME Aluminium 3-month Seller price basis, plus/minus forward contango/backwardation, corresponding to the applicable Execution Period.

5. The Request shall be confirmed by CROWN in writing or via e-mail. CROWN shall promptly notify Customer of the fact that the order placed with the counterparty has been executed and it shall confirm in such notice the price for and quantity of aluminium ingot covered by the execution of the order.

Treatment Neutralizer (N-1 and N-2)

Waste is separated from the water by chemical precipitation in the treatment neutralizer. It is a critical component in the treatment flow schematic. The reactor balances flows, waste loads, and reagent demands, and monitors the reaction environment.

Flocculator Reactor (F-1 and F-2)

Physical separation of the precipitated sludge begins with the addition of a flocculant. This causes the finely divided insoluble sludge to form larger particles, which will enable quicker and better settling in the next stage--the clarifying stage.

Clarifier with Built-In Thickener

The treated water flows by gravity from the flocculator to the clarification system. The system provides the floating particles time to settle via gravity. The equipment will be complete with turbulence-preventing flow distribution and uniform surface decanting features to prevent erratic and turbulent flow. The built-in thickener provides a high-density sludge which is properly conditioned for rapid and efficient dewatering.

Pressure Media Filter

The treated and clarified water will meet most discharge standards. However, the nature of the clarification process produces clear water, which can still contain trace suspended solids from the physical and chemical treatment process. These suspended solids are removed with the pressure media filter system. The media filter is modularized. It consists of a treated wastewater collection tank, a pump module, a pre-plumed frame with distribution pipes and automated valving, and duty/stand-by filter vessels. Pressure is continuously monitored by the controller. A high-pressure alarm and a pressure change rate alarm are incorporated into the controller. The controller will also initiate and control the backwash process automatically by time or by pressure. It may be activated manually at any time by the operator. The media filter system keeps one clean filter in stand-by. When signaled, the system switches to the stand-by unit and provides back wash for the other vessel that just came off line. The stand-by unit becomes the lead unit and continues to process treated and clarified water.

Flow Metering

The controller will collect data from the flow sensor (magnetic flow meter). The controller reports total flow non resettable, total flow resettable, and instantaneous flow rates. The flow rate data will be used by the controller to monitor component utilization, schedule maintenance, initiate filter backwash cycles, and alarm excessive flow.

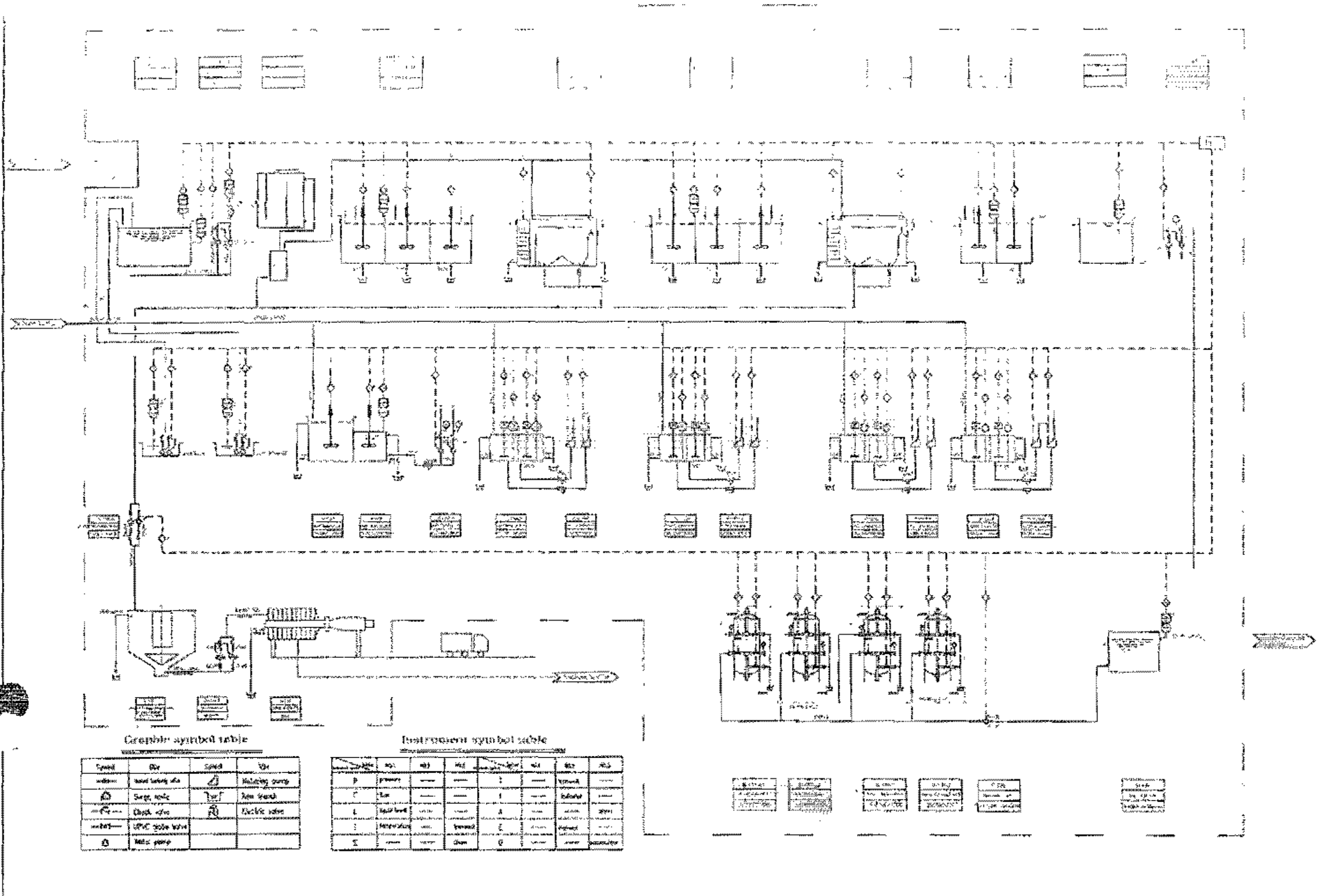
Sludge Thickener (Also Known As the Sludge Holding Tank)

The treated water flows by pressurized pumping from the bottom of the clarifier to the sludge thickening system. The system also provides the floating particles time to settle via gravity. The

equipment will be complete with turbulence-preventing flow distribution and uniform surface decanting features to prevent erratic and turbulent flow. The built-in thickener provides a high-density sludge, which is properly conditioned for rapid and efficient dewatering.

Filter Press

The filter press is for final sludge dewatering. The filter sludge cake produced will be 30 to 60% solid (non-pourable). The filter cake will be collected and stored on site in supper sacks or collected in a 10 cubic yard waste management container. The container will be periodically removed by a solid waste removal company. The press is equipped with polypropylene chamber plates, which have gaskets for leak proof operation.



Piping and instrumentation Drawing of WWTS

Company No: 197501817M

CERTIFICATE CONFIRMING INCORPORATION UPON CONVERSION

This is to confirm that the company CROWN ASIA PACIFIC HOLDINGS LIMITED which was incorporated on 17/10/1975 under the Companies Act as a company limited by shares did on 20/07/2012 convert to a private company and that the name of the company is now CROWN ASIA PACIFIC HOLDINGS PTE. LTD..

GIVEN UNDER MY HAND AND SEAL ON 25/07/2012.

CHUA SIEW YEN
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

REGISTRAR OF COMPANIES & BUSINESSES
ACRA
SINGAPORE

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

CROWN BEVERAGE CANS MYANMAR LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is CROWN BEVERAGE CANS MYANMAR LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is USD 200,000,000/- divided into 200,000,000 ordinary shares of USD 1.00 each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Objectives of the Company

1. To manufacture and sell 2-piece aluminium can bodies and ends for beverages (including but not limited to beer, carbonated and non-carbonated drinks), hereinafter referred to as the "Products";

2. To construct 2-piece can production and plant facilities for the business of the Company;

3. To import or otherwise purchase can ends and all raw material requirements of the Company;

4. To market, sell, supply and distribute the Products within Myanmar and to overseas markets;

5. To manufacture, process and deal in the Products and leftover bits and pieces generated during the manufacturing process of the Products and recovered waste aluminium cans and ends relating to the Products;

6. To provide after sales services in respect of Products manufactured and/or sold by the Company;

7. To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in any manner that the Company shall think fit; and

8. To carry out such other activities and do all such things as may be incidental or ancillary to the foregoing.

PROVISO:- *Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled to do so in accordance with the Laws, Orders and Notifications in force from time to time and then only subject to such permission and/or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	CROWN ASIA PACIFIC HOLDINGS PTE. LTD. 10 HOE CHIANG ROAD, #19-01, KEPPEL TOWERS SINGAPORE 089315 Represented by ROBERT HENRY BOURQUE, JR.	SINGAPORE Registration No: 197501817M	15,000,000	[•]
	TAUNG PYAR DAN COMPANY LIMITED NO. 184/B, THEIN PHYU ROAD, BOTATHAUNG TOWNSHIP, YANGON, MYANMAR Represented by [•]	MYANMAR Registration No: 915/1999-2000	5,000,000	[•]

Yangon. Dated the day of 20

It is hereby certified that the persons mentioned above Put their signatures in my presence.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

CROWN BEVERAGE CANS MYANMAR LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table "A" in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

1A. In the event of any inconsistency between the regulations in Table "A", these Articles of Association and the Joint Venture Agreement between the Members (the "Joint Venture Agreement"), the Joint Venture Agreement shall prevail to the maximum extent permissible under applicable laws of Myanmar and the Parties may take all steps legally possible and necessary to amend these Articles of Association.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly, the following provisions shall have effect: -

   (a) *The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*

   (b) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The authorized capital of the Company is USD 200,000,000/- divided into 200,000,000 ordinary shares of USD 1.00 each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act, the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

6. The Directors may from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than five (5).

   The First Directors shall be: -

   (1) Robert Henry Bourque, Jr.
   (2) Goh Hock Huat
   (3) Koh Chin Iee
   (4) Maung Maung Oo @ Deepak Kumar
   (5) Tun Tun Win @ Vinod Kumar

8. The Directors may from time to time appoint one of them to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director in the Company shall not be subject to any shareholding requirements in the Company. Further, it shall be the Director's duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. Except as otherwise provided in the Joint Venture Agreement, all matters to be resolved at a Directors' meeting shall be decided by a simple majority of votes. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power: -

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company be mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fir.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special

services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, release and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit and from time to time very or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least one in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting proceeds to business save as herein provided otherwise, provided that members holding not less than 20 percent of the issued shares capital and not less than two members are personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum. Except as otherwise provided in the Joint Venture Agreement, all resolutions may only be adopted by the affirmative vote of members present at the general meeting and holding at least 51% of the shares of the Company.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors No dividends shall be paid otherwise than out of profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staff. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Board of Directors.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to: -

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) *all sales and purchases of goods by the Company;*
(3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86(C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification, thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	CROWN ASIA PACIFIC HOLDINGS PTE.LTD. 10 HOE CHIANG ROAD, #19-01, KEPPEL TOWERS, SINGAPORE 089315 Represented by ROBERT HENRY BOURQUE, JR.	SINGAPORE Registration No: 197501817M	15,000,000	
2.	TAUNG PYAR DAN COMPANY LIMITED NO. 184/B, THEIN PHYU ROAD, BOTATHAUNG TOWNSHIP, YANGON, MYANMAR Represented by [•]	MYANMAR Registration No: 915/1999-2000	5,000,000	

No. 481/201

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.
(Incorporated in the Republic of Singapore)

RESOLUTIONS IN WRITING OF THE DIRECTORS PASSED PURSUANT TO ARTICLE 115 OF THE CONSTITUTION OF THE COMPANY

CROWN BEVERAGE CANS MYANMAR LIMITED

WHEREAS:

Pursuant to the joint investment with Taung Pyar Dan Company Limited ("TPD") for th setting up of a joint venture company for the manufacture and sale of 2-piece aluminiur cans and ends in Yangon, Myanmar, to be named CROWN BEVERAGE CANS MYANMAI LIMITED, the Company and TPD are required to submit an application to the Myanma Investment Commission (the "MIC") to obtain the Investment Permit and other permits an licences (the "Application").

RESOLVED THAT:-

1. approval be and is hereby given for the Company to jointly submit the Applicatio with TPD to the MIC substantially on the terms and conditions and in the forr attached herein, with such amendment(s) and modification(s) as the perso executing the same for and on behalf of the Company may approve in his absolut discretion (and that a signing thereof or a signed copy thereof be conclusiv evidence of such approval);

2. the form, substance and terms of the Application and the transactions contemplated i the Application be noted, approved, adopted, and where applicable, ratified an confirmed;

3. any one of the Directors and/or Mr Koh Chin lee be and is hereby authorised t execute (as a deed or otherwise), sign, seal and deliver for and on behalf of th Company, the Application and any and all agreements, deeds or documents ancillar or relating to the Application (the "Transaction Documents");

4. authority be and is hereby given for the Common Seal of the Company to be affixed if so required, to the Application and the Transaction Documents, in accordance wit the Constitution of the Company;

5. any one of the Directors and/or Mr. Koh Chin lee be and is hereby authorised to sign execute and/or deliver, whether under hand or seal:

   (i) all notices and communications required or permitted to be given by or or behalf of the Company under or for the purposes of the Application and th Transaction Documents;

   (ii) any other document deemed by him to be incidental to, ancillary to o expedient in connection with the Application and the Transaction Documents and

6. any of the Directors and/or Mr. Koh Chin lee be and is hereby authorised to do a things necessary or desirable in connection with the Application and the Transactic Documents and generally to do all such things as he deems necessary or expedient f the foregoing purpose, and all prior acts of the Directors and/or Mr. Koh Chin lee connection with the Application and the Transaction Documents be and are herek confirmed, approved and ratified.

Dated this 1st day of September 2016

Robert Henry Bourque, Jr.
Director

Timothy Joseph Donahue
Director

Goh Hock Huat
Director

Article 3: Interest, Fees, Expenses, Costs and Taxes

3.1 Interest

The Borrower shall pay interest on the CROWN Loan in accordance with this Article 3:

(a) The CROWN Loan shall bear interest at the Interest Rate;

(b) Interest on the CROWN Loan shall accrue from the Commencement Date from day to day and be pro-rated on the basis of a 360-day year for the actual number of days elapsed;

(c) Interest shall be paid on a quarterly basis, the first payment being due on the 23rd day of the 15th calendar month from the Commencement Date.

3.2 Taxes

In the event that any Taxes are required to be deducted from the interest payments, the Borrower shall deduct such Taxes from such payment and pay the net amount to the Lender. The Borrower shall provide the Lender with the appropriate slip/certificate confirming the amounts withheld by the Borrower.

In the case of a double tax treaty providing that a reduced tax rate may apply, the Borrower and Lender agree to work together to furnish all documentation contemplated for the application of the treaty.

Article 4: Repayment

4.1 Repayment

Subject to such amendments as may be agreed between the Parties and TPD, the Borrower shall repay the CROWN Loan in accordance with the repayment schedule attached as Schedule 2 (the "Repayment Schedule") on the premise that the full amount of the CROWN Loan has been disbursed to the Borrower by the Lender by the Commencement Date. Accordingly, the Repayment Schedule is subject to revision depending on the actual amount of the CROWN Loan disbursed to the Borrower by the Commencement Date.

4.2 Prepayment

(a) Notwithstanding the other provisions of this Agreement, the Borrower may prepay all or any part of the CROWN Loan, on not less than five (5) Business Days' prior notice to the Lender, without any prepayment fee or penalty.

(b) Upon delivery of a notice in accordance with Article 4.2(a), the Borrower shall make the prepayment in accordance with the terms of that notice.

DRAFT LOAN AGREEMENT

This Loan Agreement is made on 20XX and entered into between:

(1) **CROWN ASIA PACIFIC HOLDINGS PTE. LTD.**, a limited liability company established and operating under the laws of Singapore, having its registered office at 10 Hoe Chiang Road, #19-01, Keppel Towers, Singapore 089315 (*Lender*);

and

(2) **CROWN BEVERAGE CANS MYANMAR LIMITED**, a limited liability company established and operating under the laws of Myanmar, having its registered address at [ ] (*Borrower*).

WHEREAS:

A. The Lender and Taung Pyar Dan Company Limited ("TPD") are joint venture partners and shareholders of the Borrower in the shareholding proportion of 75% : 25% respectively.

B. The Lender has agreed to pay a sum of up to US$34,000,000 (United States Dollars Thirty Four Million) for and on behalf of the Borrower, by way of project financing, purchase of fixed assets and/or cash injection into the Borrower for its operational and working capital requirements, as a loan to the Borrower (the "***CROWN Loan***"), by the Commencement Date.

NOW IT IS HEREBY AGREED as follows:

Article 1: Definitions and Interpretation

1.1 When used in this Agreement, any capitalised words or expressions that are defined in Schedule 1 shall have the meanings ascribed to them in Schedule 1. This Agreement shall be interpreted in accordance with the rules of interpretation specified in Schedule 1.

1.2 When the day on or by which a payment is due to be made is not a Business Day that payment shall be made on or by the next succeeding Business Day. Interest, fees and charges (if any) shall continue to accrue for the period from the due date that is not a Business Day to that next succeeding Business Day.

Article 2: Loan Tenor

2.1 The CROWN Loan shall be subject to the provisions of Joint Venture Agreement between the Lender and TPD and this Agreement.

2.2 The tenor of the CROWN Loan is 84 calendar months from the Commencement Date or such other tenor as the Lender and Borrower may mutually agree.

4.3 Currency and Place of Repayments

(a) The Borrower shall make all payments of principal, interest, fees, and any other amount due to the Lender under this Agreement in the Loan Currency in same day funds to the bank account as the Lender notifies to the Borrower from time to time. Repayments must be received in the Lender's designated account on the repayment date.

(b) The tender or payment of any amount payable under this Agreement (whether or not by recovery under a judgment) in any currency other than the Loan Currency shall not novate, discharge or satisfy the obligation of the Borrower to pay in the Loan Currency all amounts payable under this Agreement except to the extent that (and as of the date when) the Lender actually receives funds in the Loan Currency in the account specified in, or pursuant to, Article 4.3(a).

(c) The Borrower shall indemnify the Lender against any losses resulting from a payment being received or an order or judgment being given under this Agreement in any currency other than the Loan Currency or any place other than the account specified in, or pursuant to, Article 4.3(a). The Borrower shall, as a separate obligation, pay such additional amount as is necessary to enable the Lender to receive, after conversion to the Loan Currency at a market rate and transfer to that account, the full amount due to the Lender under this Agreement in the Loan Currency and in the account specified in, or pursuant to, Article 4.3(a).

4.4 Allocation of Partial Repayments

If at any time the Lender receives less than the full amount then due and payable to it under this Agreement, the Lender may allocate and apply the amount received in any way or manner and for such purpose or purposes under this Agreement as the Lender in its sole discretion determines, notwithstanding any instruction that the Borrower may give to the contrary.

Article 5: Miscellaneous

5.1 Notices

Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication may be delivered by hand, airmail, facsimile or established courier service to the Party's address specified below or at such other address as such Party notifies to the other Party from time to time, and will be effective upon receipt.

For the Borrower:

CROWN Beverage Cans Myanmar Limited
[address]
Tel:
Fax:
Attention:

For the Lender:

CROWN Asia Pacific Holdings Pte. Ltd.
10 Hoe Chiang Road, #19-01
Keppel Towers,
Singapore 089315
Tel: +65-64239798
Fax: +65-64239778
Attention: Mr. Goh Hock Huat

5.2 English Language

This Agreement shall be made in English. To the extent that the original version of any document to be provided, or communication to be given or made, to the Lender under this Agreement or any other relevant document is in a language other than English, that document or communication shall be accompanied by an English translation certified by to be a true and correct translation of the original.

5.3 Term of Agreement

This Agreement shall continue in force until all monies payable under it have been fully paid in accordance with its provisions.

5.4 Dividend Declaration

The Borrower covenants and agrees with the Lender that so long as this Agreement shall remain in effect or the principal of or interest on the CROWN Loan or any other amount payable in connection herewith shall be unpaid, unless both the Lender and TPD otherwise consent in writing, the Borrower will not declare any dividend as long as any sum is outstanding under this Agreement or any other loan agreement entered or to be entered into between the Borrower and the Lender.

5.5 Approvals

This Agreement is conditional upon the approval of the Myanmar Investment Committee and Central Bank of Myanmar.

5.6 Applicable Law and Jurisdiction

a) This Agreement is governed by and shall be construed in accordance with the laws of Singapore.

b) In relation to any dispute between any of the Parties arising out of, or in connection with, this Agreement, including any question regarding its interpretation, existence, validity or termination (a "**Dispute**"), in the first instance, the Parties must apply their best endeavours to resolve the Dispute by negotiation in good faith, including by means of escalation to their respective most senior executives.

c) In relation to any Dispute that cannot be resolved pursuant to item (b) of this provision within 90 Business Days or any extension agreed in writing by both Parties following the notification of existence of Dispute by a party to another party, such Dispute shall be referred to the courts of Singapore.

5.7 Successors and Assignees

This Agreement binds and benefits the respective successors and assignees of the Parties. However, the Borrower is not entitled to assign or delegate any of its rights or obligations under this Agreement without the prior consent of the Lender.

5.8 Amendments, Waivers and Consents

Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

5.9 Counterparts

The Parties may execute this Agreement in 2 counterparts, each of which is an original, and all of which together constitute one and the same agreement. The signatures of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means will constitute effective execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective names as of the date first above written.

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.

By:____________________________

Name: __________________________

Title: ___________________________

CROWN BEVERAGE CANS MYANMAR LIMITED

By:____________________________

Name: __________________________

Title:____________________________

We the People

Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA

UNITED STATES OF AMERICA



Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. du Passeport / No. de Pasaporte: 450475354

Surname / Nom / Apellidos
DONAHUE

Given Names / Prénoms / Nombres
TIMOTHY JOSEPH

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
08 Sep 1962

Place of birth / Lieu de naissance / Lugar de nacimiento
PENNSYLVANIA, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
09 Feb 2009

Authority / Autorité / Autoridad
United States
Department of State

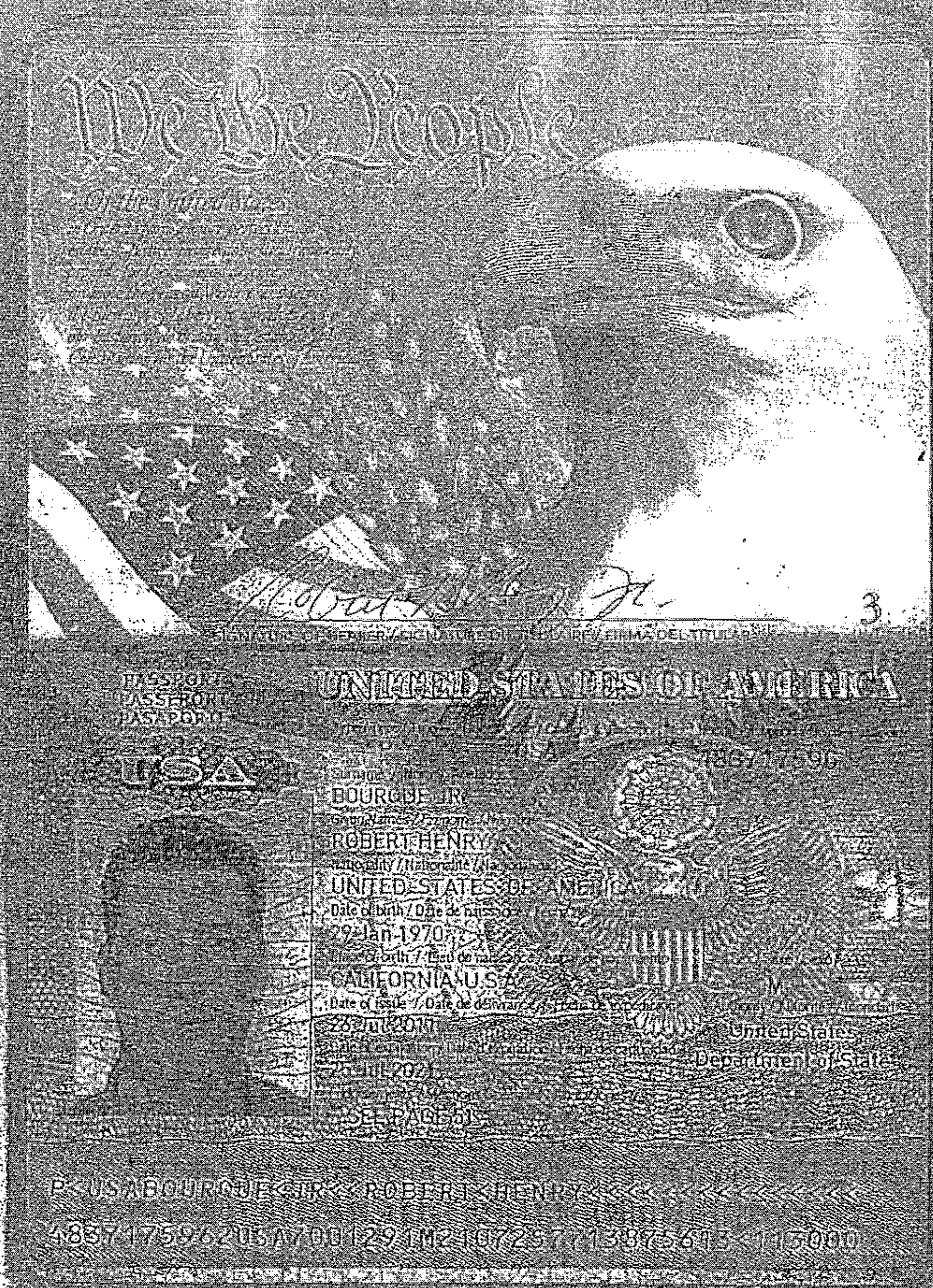
Date of expiration / Date d'expiration / Fecha de caducidad
08 Feb 2019

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27

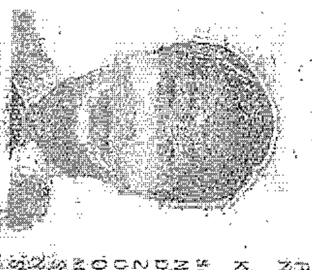
USA

P<USADONAHUE<<TIMOTHY<JOSEPH<<<<<<<<<<<<<<<<<

4504753547USA6209089M1902086137585969<505526


We the People
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
3
PASSPORT
PASSEPORT
PASAPORTE
UNITED STATES OF AMERICA
USA
483717596
BOURQUE JR
ROBERT HENRY
UNITED STATES OF AMERICA
29 Jan 1970
CALIFORNIA, U.S.A.
M
26 Jul 2011
25 Jul 2021
SEE PAGE 51
United States
Department of State
P<USABOURQUE<JR<<ROBERT<HENRY<<<<<<<<<<<<<<<<
4837175962USA7001291M2107257

PASSPORT REPUBLIC OF SINGAPORE



Type PA | Country Code SGP | Passport No E3979227A

Name KOH CHIN LEE

Sex M | Nationality SINGAPORE CITIZEN

Date of birth 25 MAR 1962 | Place of birth SINGAPORE

Date of issue 05 JUL 2015 | Date of expiry 22 MAR 2019

Authority MINISTRY OF HOME AFFAIRS

PASGPKOH<<CHIN<LEE<<<<<<<<<<<<<<<<<<<<<<<<<

E3979227A9SGP6203250M1903223S1560065I<<<<10

THIS PASSPORT IS VALID FOR ALL COUNTRIES EXCEPT THE FOLLOWING:

IMPORTANT NOTES

1. This passport is the property of the Singapore Government and may be withdrawn at any time. It should not be mailed or allowed to pass to an unauthorised person. It should be kept in a safe place when not in use.

2. The possession of this passport does not exempt you from having to comply with the rules and regulations of any country or from having to obtain a visa when required.

3. If you lose your passport, you must report the loss immediately to Immigration & Checkpoints Authority or to the nearest Singapore mission abroad and to the local police. If you recover possession of your passport after a new one has been issued, you must surrender the recovered passport to Immigration & Checkpoints Authority for cancellation within 14 days. Failure to surrender such a recovered passport is an offence punishable by a fine or imprisonment or both.

4. When abroad, please register yourself with the nearest Singapore mission so that you may be contacted in the event of an emergency. You are requested to inform the mission prior to your departure from the country.

This passport contains a chip and antenna embedded in the data page.
PLEASE HANDLE WITH CARE

Signature of bearer

REPUBLIC OF SINGAPORE

The President of the Republic of Singapore requests all authorities to allow the Singapore citizen named in this passport to pass without delay or hindrance and, if necessary, to give all assistance and protection.

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT REPUBLIC OF SINGAPORE



Type PA
Country Code SGP
Passport No E2822435B
Name GOH HOCK HUAT
Sex M
Nationality SINGAPORE CITIZEN
Date of birth 29 AUG 1954
Place of birth MALAYSIA
Date of issue 28 OCT 2011
Date of expiry 28 JUL 2017
Modifications SEE PAGE 2
Authority MINISTRY OF HOME AFFAIRS
National ID No S2559839C

PASGPGOH<<HOCK<HUAT<<<<<<<<<<<<<<<<<<<<<<<<<<
E2822435B3SGP5408298M1707281S2559839C<<<<<76

IMPORTANT NOTES

1. This passport is the property of the Singapore Government and may be withdrawn at any time. It should not be mailed or allowed to pass to an unauthorised person. It should be kept in a safe place when not in use.

2. The possession of this passport does not exempt you from having to comply with the rules and regulations of any country or from having to obtain a visa when required.

3. If you lose your passport, you must report the loss immediately to Immigration & Checkpoints Authority or to the nearest Singapore mission abroad and to the local police. If you recover possession of your passport after a new one has been issued, you must surrender the recovered passport to Immigration & Checkpoints Authority for cancellation within 14 days. Failure to surrender such a recovered passport is an offence punishable by a fine or imprisonment or both.

4. When abroad, please register yourself with the nearest Singapore mission so that you may be contacted in the event of an emergency. You are requested to inform the mission prior to your departure from the country.

This passport contains a chip and antenna embedded in the data page.
PLEASE HANDLE WITH CARE

Signature of bearer

REPUBLIC OF SINGAPORE

The President of the
Republic of Singapore requests all
authorities to allow the Singapore
citizen named in this passport to
pass without delay or hindrance
and, if necessary, to give
all assistance and protection.

Standard Chartered

Date : 05/08/2016
Your Ref : -
Our Ref : SGAUC050820161275

CROWN ASIA PACIFIC HOLDINGS PTE LTD
10 HOE CHIANG ROAD #19-01
KEPPEL TOWERS
SINGAPORE 089315

Dear Sirs,

Audit Confirmation Request
Name : CROWN ASIA PACIFIC HOLDINGS PTE LTD

We refer to your request for information on the above mentioned account and confirm the following information as at the close of business on 04-Aug-2016.

Appendix 1 -	Bank Accounts / Customer's Assets Held As Security	SEE ATTACHED
Appendix 2 -	Customer's Other Assets Held	NIL
Appendix 3 -	Import & Export Items / Contingent Liabilities	NIL
Appendix 4 -	Other Information	NIL

It is understood that the information is given in strict confidence, for the purpose of your audit, without any responsibility for error or omission on the part of this Bank, its employees, agents or informants.

Yours Faithfully

H. Selin
Authorized Signatory

Standard Chartered Bank
Credit Risk Control
Wholesale Banking
MARINA BAY FINANCIAL CENTRE
TOWER 1, LEVEL 14, 8 MARINA BOULEVARD
Singapore 018981

Tel (65) [illegible]
Fax (65) [illegible]
[illegible]

PRIVATE & CONFIDENTIAL

8 August 2016

CROWN ASIA PACIFIC HOLDINGS PTE. LTD.
10 Hoe Chiang Road
#19-01 Keppel Towers
Singapore 089315

Dear Sirs,

CROWN Asia Pacific Holdings Pte. Ltd. - Confirmation of Deposit Balance

We hereby certify that the above captioned company maintains credit balances as follows:

Account Type/Number	Account Balance	Balance as at
S$ Current Account 003-918747-5	S$744,794.12	5 August 2016
US$ Current Account 0003-012121-01-7	US$16,019,519.33	5 August 2016

Kindly note that the information provided is strictly confidential. No responsibility is assumed by DBS Bank Ltd or its officers, whether in tort, contract or otherwise howsoever.

Yours faithfully

Goh Sze Cheng (Ms)
Executive Director
Institutional Banking Group

Standard Chartered

Appendix 1

Customer Name : CROWN ASIA PACIFIC HOLDINGS PTE LTD
Close of Business : 4-Aug-2016

Bank Accounts / Customer's Assets Held As Security

I. Certificate of Balance

Account	Balance
Current Account 0104368721	SGD 4,845.20 CR
Commercial Loan	NIL
Fixed Deposit	NIL
Foreign Currency Current Account 0174081073	USD 776,183.87 CR
Forex Transactions	NIL
Other Deposits	NIL

II. Loans & Facilities

NIL

M. Selvi

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ 000185

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် .....၉၁၅...../၁၉၉၉-၂၀၀၀

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ.....တောင်ပြာတန်း ကုမ္ပဏီ လီမိတက်..........

...................................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၁၉၉၉ ခုနှစ် အောက်တိုဘာလ ..၇...ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား

၂၀၁၃ ခုနှစ် ...နိုဝင်ဘာ..လ ..၅...ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နန်းရီရီသန်း ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....915.......... of 1999-2000

I hereby certify that the tenure of..........TAUNG PYAR DAN..................
..........COMPANY LIMITED..................................incorporated under the
Myanmar Companies Act on..................7th OCTOBER, 1999..................
is renewed with effected from..................5th NOVEMBER, 2013..................

For Director General
(Nang Yi Yi Than, Director)
Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည် ဦးဒီဘာတ်တူးမား(ခ)ဦးမောင်မောင်ဦး(၁၂/ပဘတ(နိုင်)၀၀၀၆၈

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ အမှတ်(၁၈၄/ဘီ)၊ သိမ်ဖြူလမ်း၊ ဗိုလ်တထောင်မြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၁-၂၀၄၀၀၇

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း– ၁။ ဦးဗီနိုးကူးမား(ခ)ဦးထွန်းထွန်းဝင်း ၁၂/ပဘတ(နိုင်)၀၀၃၁၇၅

မှတ်ချက်။

(၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၁-၉-၂၀၁၃)မှ (၃၁-၈-၂၀၁၈)ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား သင်းဖွဲ့မှတ်တမ်းတွင် ဖြင့်ဆင် မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မြင့်လွင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

ORIGINAL

1. Name and Address of Enterprise လုပ်ငန်းအမည်နှင့်လိပ်စာ TAUNG PYAR DAN CO, LTD. NO.184/B, THEIN BYU ROAD, BOTATAUNG T/S, YANGON.	4. Registration No. & Date 29 - 5 - 2000 ကြိုကြပ်အမှတ်နှင့်နေ့စွဲ Union of Myanmar 13021 Ministry of Commerce Directorate of Trade ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန ကုန်သွယ်ရေးညွှန်ကြားမှုဦးစီးဌာန CERTIFICATE OF EXPORTER/IMPORTER REGISTRATION ထုတ်ကုန်သွင်းကုန်လုပ်ငန်းရှင် မှတ်ပုံတင်လက်မှတ်
2. Contact No ဆက်သွယ်ရန် 95.1 246728 Telephone No. တယ်လီဖုန်းနံပါတ် / Fax No. ဖက်စ်နံပါတ် / Telex No. တဲလက်စ်နံပါတ်	
3. Business Registration No. 915/99-2000 လုပ်ငန်းမှတ်ပုံတင်အမှတ်	Note: ☐ Please tick (√) where applicable ဆက်စပ်ရာအကွက်ကိုအမှန် အမှတ်အသားပြုပါ

5. Type of Business လုပ်ငန်းအမျိုးအစား

☐ a) Sole Proprietorship တစ်ဦးတည်းပိုင် ☐ b) Partnership အစုစပ် ☑ c) Limited Company (Myanmar or Foreign) လီမိတက်ကုမ္ပဏီ (မြန်မာ / နိုင်ငံခြား) ☐ d) Co-operative Society သမဝါယမအသင်း

☐ e) Others (please specify) .... PRODUCTION
အခြား (ဖော်ပြရန်) ကျောက်ပါ လုပ်ငန်း (၄) မျိုး ...

6. Terms and Conditions စည်းကမ်းချက်များ

I hereby register the above mentioned enterprise as Exporter/ Importer subject to the following terms and conditions.
အောက်ပါစည်းကမ်းချက်များဖြင့် ထုတ်ကုန်သွင်းကုန်လုပ်ငန်းရှင်အဖြစ် မှတ်ပုံတင်ခွင့်ပြုသည်။

(a) Line of goods permitted - all items except prohibited and restricted items.
ခွင့်ပြုသည့်ကုန်ပစ္စည်းအမျိုးအမည် - တားမြစ်ထားသောကုန်ပစ္စည်းများမှလွဲ၍ကျန်ပစ္စည်းများအားလုံး

(b) The enterprise must abide by the Export/Import Rules and Regulations prescribed for the registered Exporters/Importers.
လုပ်ငန်းရှင်သည် မှတ်ပုံတင်ထုတ်ကုန်သွင်းကုန် လုပ်ငန်းလုပ်ကိုင်သူများ လိုက်နာရမည့်စည်းကမ်းချက်များကို လိုက်နာရမည်။

(c) The registration is valid for ..... THREE ..... year(s) up to 29-5-2000 TO 28-5-2003
မှတ်ပုံတင်သက်တမ်း နှစ် နေ့ထိ

Aye Nu
29/5/2000
For DIRECTOR GENERAL
ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
AYE NU-ASSISTANT DIRECTOR

* (4) 1-9-2007 up to 28-2-2008
* ... 30/2007 ...

KHIN ZAW-DEPUTY DIRECTOR

Stamp: DIRECTORATE OF TRADE ... No. ... Date 29-5-2000

7. Extension of Export/ Import Registration Period ထုတ်ကုန်သွင်းကုန်လုပ်ငန်း လုပ်ငန်းရှင်မှတ်ပုံတင်သက်တမ်း တိုးမြှင့်ပေးခြင်း

Period Extended
သက်တမ်းတိုးမြှင့်သည့်ကာလ

Authorised Signature & Name
ခွင့်ပြုသူလက်မှတ်နှင့်အမည်

* ... 10/2004, ... (6) ...

Aye Nu
10/3/03
AYE NU-ASSISTANT DIRECTOR

(1) 29.5.2003 up to 28.5.2005
နေ့မှ ထိ

* (2) 29.5.2005 up to 28.11.2005
နေ့မှ ထိ
AUNG SOE-DEPUTY DIRECTOR

(3) 29.11.2005 up to 31.8.2007
... ထိ
THAN THAN EI-ASSISTANT DIRECTOR

သက်တမ်းတိုးမြှင့်ကာလ

(5) 16.1.2008 to 15.7.2008 (ယာယီ)

(6) 16-7-2008 TO 31-8-2009
(CoReg - သက်တမ်းရေးမှုး ရုံးချုပ်)

သက်တမ်းတိုးမြှင့်သည့်ကာလ

(7) 22.7.2009 To 21.1.2010 (ယာယီ)

(8) 22.1.2010 To 31.8.2011
(CoReg - သက်တမ်းရေး ရုံးချုပ်)

နှစ်ရှည်ပြစ်ဒဏ် (၄) မျိုး

၁။ လေယာဉ်သင်္ဘောစင်း တွင်း နှင့် ဥပဒေချိုးဖောက်ကျူးလွန်မှုများ ကို [illegible]
၂။ ကျော်လွန်ခြင်း ၊ ရိုက်နှက်ခြင်း ၊ တရားမဝင်ဆောင်ရွက်ခြင်း [illegible]
ကြံစည်ခြင်း နှင့် ကူညီအားပေးခြင်း ၊
၃။ လူသားကုန်ကူးခြင်း များ ထုတ်လုပ်ခြင်း ၊
၄။ အသင်းအဖွဲ့ နှင့်ဆက်စပ်မှုများ ၊ အကြံပေးခြင်း များ ထုတ်လုပ်ခြင်း ၊
၅။ ဆောက်လုပ်ရေး ပစ္စည်း များ နှင့်ဆက်စပ်သော များ ထုတ်လုပ်ခြင်း ၊

(9) 8.8.2011 To 7.2.2012 (ယာယီ)

(10) 8.2.2012 to 31.8.2013
CoReg - ရုံး

(11) 1.9.2013 To 12.11.2013 (ယာယီ)

(12) 13.11.2013 To 31.8.2018
Co. Reg သက်တမ်းတိုး

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the made on 2nd day of March, 2013

on the of 20 of the * TAUNG PYAR DAN COMPANY LIMITED

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash .... 5,000 Shares

" " " " ....

Nominal amount of the shares so allotted .... Kyats. 50,000,000/-

" " " " ....

Amount paid or due and payable on cash such share .... Kyats. 10,000/- (Fully Paid Up)

" " " " ....

Number of ordinary shares allotted for a consideration other than cash

Nominal amount to be ordinary shares so allotted .... NIL

Amount to be treated as paid on each such share .... NIL

The consideration for which such share have been allotted is as follow : -

---

NOTE In making a return of allotments under Section 104 (1) the Myanmar Companies Act., it is to be noted that -

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.
2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world "From" after the world "allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Presented for filing by : U Deepak Kumar @ U Maung Maung Oo (Manging Director)

Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	Ordinary
2. U Deepak Kumar @ U Maung Maung Oo **Myanmar** 12/ Pa Ba Ta (Naing) 000684	No.(715), Merchant Street, Pabedan Township, Yangon Region.	Merchant		3,000 shares
1. U Vinod Kumar @ U Tun Tun Win **Myanmar** 12/ Pa Ba Ta (Naing) 003175	No.(715), Merchant Street, Pabedan Township, Yangon Region.	Merchant		2,000 shares
		TOTAL		**5,000 shares**

Signature

Date 2-3-2013

Maung Maung Oo
Managing Director
Taung Pyar Dan Co., Ltd.

FORM VI

017122

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : TAUNG PYAR DAN COMPANY LIMITED

Presented by : U Deepak Kumar @U Maung Maung Oo (Managing Director)

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. U Deepak Kumar @ U Maung Maung Oo	Myanmar 12/ Pa Ba Ta (Naing) 000684	No.(715), Merchant Street, Pabedan Township, Yangon Region.	Merchant	Managing Director
2. U Vinod Kumar @ U Tun Tun Win	Myanmar 12/ Pa Ba Ta (Naing) 003175	No.(715), Merchant Street, Pabedan Township, Yangon Region.	Merchant	Director

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation .... Maung Maung Oo Managing Director Taung Pyar Dan Co., Ltd.

Dated this 2-3-2013

Form (26)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန

မြို့ရွာနှင့်အိမ်ရာဖွံ့ဖြိုးရေးဦးစီးဌာန

မြေငှားစာချုပ်

အမည်	ဦးအောင်ဖောင်ဦး	တိုင်းဒေသကြီး/ပြည်နယ်	
		မြို့နယ်	ယင်းဂဝဝနဲ့
		မြေတိုင်းရပ်ကွက်အမှတ်	ရှမ်းကုန်းကျေးရွာအုပ်စု
		လူနေရပ်ကွက်အမှတ်	
နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်/		မြေကွက်အမှတ်	၂၂၄ + ၂၂၅ ၊ ၂၂၆ ၊ ၂၂၇
အမျိုးသားမှတ်ပုံတင်အမှတ်	၁၂/ဗဟန(နိုင်) ၀၀၀၈၈၄	မြေကွက်တည်နေရာ	
မြေငှားစာချုပ်အမှတ်			
အမှုတွဲအမှတ်/နေ့စွဲ	ရန်ကုန် ၊ ဟင်္သာတ (ဒေသ) ၁၆၈/၂၀၁၃		

- ၁ -

ကုမ္ပဏီ/ နံပါတ် (၂၂၄-၂၂၇)

ဝင်အမှတ်..........

ရက်စွဲ.............

မြေငှားစာချုပ်

HA 001260

မူရင်း

နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာ လ၊ ၄ ရက်

မြေငှားစာချုပ်အမှတ် .... အမှုတွဲအမှတ် .ရန်ကုန်/ဖဆဒ(မြေ)/၂၀၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် **"အငှားချထားသူ"** ဟုရည်ညွှန်းသည်။ **"အငှားချထားသူ"** ဆိုသည့် စကားရပ်တွင် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်။)

နှင့် **စက်မှုလက်မှုလုပ်ငန်း**

.....ရန်ကုန်.... တိုင်းဒေသကြီး/ပြည်နယ် .... မြို့နေ ဦး .... ၏ သား/သမီးဖြစ်သော ဦး/ဒေါ် .... နိုင်ငံသား/အမျိုးသားမှတ်ပုံတင်အမှတ် .... (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟုရည်ညွှန်းသည်။)တို့ ၁၃.. ၇၅.. ခုနှစ် ...နတ်တော်..... လဆန်း/လပြည့်ကျော် ..၅... ရက်နေ့၊ ၂၀၁၃.. ခုနှစ် ..ဒီဇင်ဘာ..... လ ၄.. ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မိုင်းစသည်တို့သည် ဤစာချုပ်ဖြင့်အငှားချထားခြင်း၌မပါဝင်ချေ။ ထိုသို့ရှာဖွေတူးဖော် ရယူသယ်ဆောင်ရာ၌အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအား သင့်လျော်သောလျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ လျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းအက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ..၄.. ၁၂.. ၂၀၁၃.. နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင်၊ ..၂၀၂၃.. ခုနှစ်၊ ..ဒီဇင်ဘာ.... လ၊ ..၃.. ရက် နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါး နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ် ....၅၇၂၇၄........

.... (ကျပ် ....တိတိ)

ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း (၁) ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ် ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

စက်မှုဇုန် ... ၀၁၆၃ ကို လိုက်နာ ရမည်။

မူရင်း

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် -

(က) အထက်၌ မြေငှားခကို ပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့်အဆိုပါမြေကွက်ပေါ်၌သော်လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင်ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌ သော်လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆) လအတွင်းစတင်ဆောက်လုပ်၍ နှစ် နှစ်အတွင်းတွင် အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်ကို သက်ဆိုင်ရာဥပဒေ ၊ နည်းဥပဒေ ၊ စည်းမျဉ်း စည်းကမ်းချက်များ နှင့် အညီ ပြီးစီးအောင် ဆောက်လုပ်ရန်နှင့်ထိုလူနေအိမ် စသည်တို့ကို အဆိုပါ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား အတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက်များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်ကခွင့်ပြုသော အဆောက်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံ တစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား အတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့်လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရန်။

(စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်အပြင် ၎င်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ။

(ဆ) ဤ စာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့် ကိစ္စအတွက်မဆို အဆိုပါ မြေကွက် သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားတွင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရဆောင်ရွက်သူများအား နေ့ခင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားကုန်ဆုံးသောအခါ အဆိုပါ မြေကွက် တည်ရှိသည့်အဆောက်အအုံထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများ မပါဝင်စေဘဲ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပိုဒ် (၂) အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀ ..၁၃........ ခုနှစ် အတွင်းတွင်ဖြစ်စေ၊ ထို့နောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါမြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက်မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်းအစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယ လဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခမပြေကျန်ရှိနေလျှင်၊ သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင်ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင်၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါမြေငှားခကိုရယူရန် ချက်ချင်းအမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကိုပယ်ဖျက်၍ အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည် ~

(က) အပိုဒ် (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားစာချုပ်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည် သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်အဆောက်အအုံ စသည့် ပစ္စည်းများ၌ ထင်ရှား၍ လူအများမြင်သာသော နေရာတွင်ကပ်ထားနိုင်သည်။ အဆိုပါနို့တစ်စာကို ပြဆိုသည့် နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း၊ ပြုလုပ်ပြီးနောက် ရက်ပေါင်း (၆၀) အတွင်း အငှားစာချုပ်ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း၊ သို့တည်းမဟုတ် အဆိုပါ မြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ်အားလုံးနှင့်တကွ အဆိုပါညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြား ပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါ မြေကွက်နှင့်ပြန်လည်သိမ်းယူသည့် အချိန်တွင်ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်စီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတပါး အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏တန်ဖိုး ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ်ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရ။

မူရင်း

အပိုဒ် (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါ မိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲ တွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြား မကုန်မီ (၆) လအတွင်း ဖျက်သိမ်း သယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလ အခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

........၂၀၁၈....ခုနှစ်၊ ...ဒီဇင်ဘာ..............လ၊ ...၈.... ရက်နေ့မှစ၍ ပထမ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ ဒုတိယ တစ်ဆယ့်ငါး နှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါး နှစ်ကုန်ဆုံးသောအခါ တတိယ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ်မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါ နည်းလမ်းအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဋ္ဌာန်း ထားသည့် နည်းလမ်းအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပါတ် မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

) ဤစာချုပ်ပါ အခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင် ပါရှိစေကာမူ ဤစာချုပ်ချုပ်ဆိုသည့် နေ့မှစ၍ ပထမ နှစ်ပေါင်း သုံးဆယ် အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသည့် ပဋိညာဉ်ခံချက်များကို မပျက်မကွက် လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပါတ် မြေငှားခဖြင့် နောက်ထပ်နှစ်ပေါင်း သုံးဆယ် အတွက်ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှား စာချုပ်အသစ် ချုပ်ဆိုရန်သဘောတူကြောင်း အဆိုပါ ပထမနှစ်ပေါင်း သုံးဆယ် မပြည့်မီ အနည်းဆုံး (၆) လ ကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့်အကြောင်းကြားရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာ ရရှိသည့်နေ့မှ (၆) လအတွင်း နောက်နှစ်ပေါင်း သုံးဆယ် အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှတူညီသည့် ပဋိညာဉ်ခံချက်များပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန်၊ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပါတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။

ဤစာချုပ်ပါ စကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ် နှင့် ညွှန်ကြားရေးမှူး တို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ....................... ....[illegible]..သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့် နေ့ရက်တွင် လက်မှတ်ရေးထိုးကြကြောင်း။

အမည်ပြောင်းလဲခြင်းမှတ်တမ်း

တိုင်းဒေသကြီး/ပြည်နယ် -

မြို့နယ် -

မြေတိုင်းရပ်ကွက်အမှတ် -

မြေကွက်အမှတ် -

ဧရိယာ -

မြေအမျိုးအစား -

မြေငှားစာချုပ်အမှတ် -

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

အမည်ပြောင်းလဲခြင်းမှတ်တမ်း

တိုင်းဒေသကြီး/ပြည်နယ် -

မြို့နယ် -

မြေတိုင်းရပ်ကွက်အမှတ် -

မြေကွက်အမှတ် -

ဧရိယာ -

မြေအမျိုးအစား -

မြေငှားစာချုပ်အမှတ် -

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

[illegible]

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မြို့ ......ရန်ကုန်......

တံဆိပ်

ညွှန်ကြားရေးမှူးချုပ် ....ဦးမြင့်ဆွေ........ ....

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ် ....ဦးခင်စိန်........ ....

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

[redacted]ကြားရေးမှူး ....ဦးဌေးအောင်........ တို့ ....

ညွှန်ကြားရေးမှူး

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်၊

ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်။

အသိသက်သေ

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) ....ဦးတင်မောင်မြင့်....

အငှားစာချုပ်ရသူ ....ဦး[illegible]........ က လက်မှတ်ရေးထိုးသည်။ ....

အငှားစာချုပ်ရသူ

အသိသက်သေ

၁။ .... ၂။ .... လက်ထောက်ညွှန်ကြားရေးမှူး

[redacted] ဦး[illegible] (မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်) မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်)

အထက်တွင် ရည်ညွှန်းထားသည့်ဇယား

[illegible]ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနပိုင်မြေဖြစ်သော လူနေရပ်ကွက်အမှတ် ....

မြေတိုင်းရပ်ကွက်အမှတ် ...ရန်ကုန်စက်မှုဇုန်....

...ရန်ကုန်.....တိုင်းဒေသကြီး/ပြည်နယ်၊ ....[illegible]......ခရိုင်/မြို့နယ် အတွင်းရှိ .... တန်းစား၊

မြေကွက်အမှတ် ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇ ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှင်နီဖြင့် ပြထားသော အလျား .....[illegible]..... ပေ၊

အနံ .....[illegible]..... ပေ၊ ခန့်ရှိသော အလျားအလာ ~

အရှေ့လားသော် ....လမ်း........

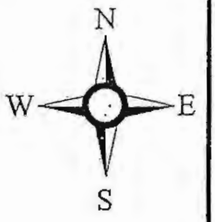
အနောက်လားသော် ....မြေကွက်အမှတ် ၂၂၁ ၊ ၂၂၂....

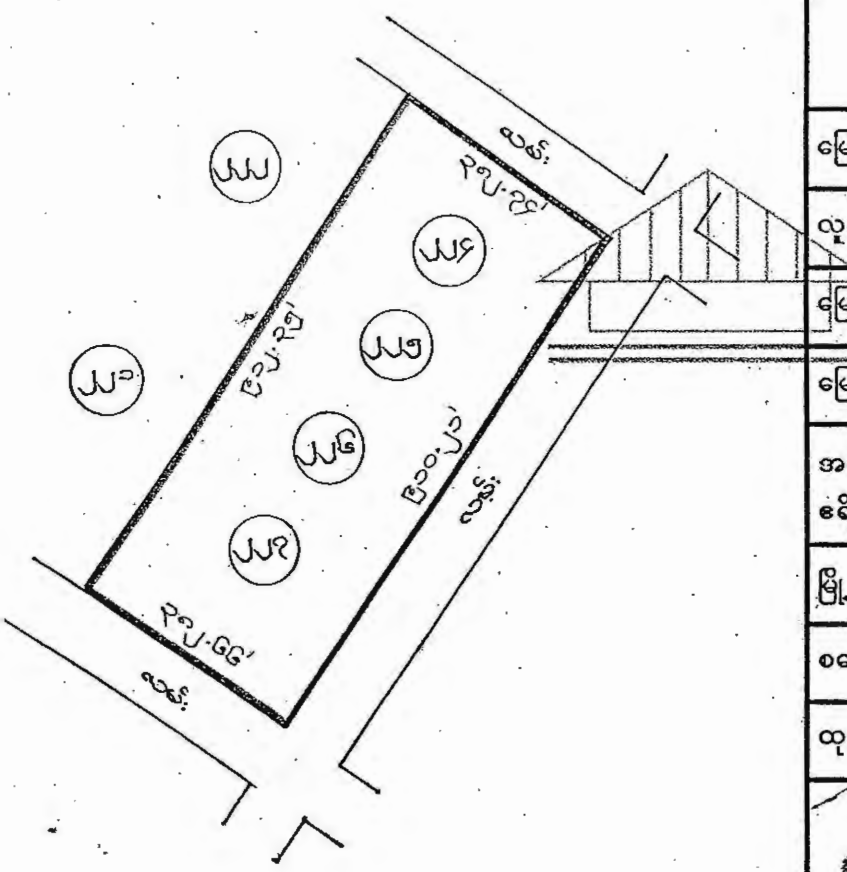
တောင်လားသော် ....လမ်း........

မြောက်လားသော် ....လမ်း........

အတွင်းရှိ မြေအားလုံးဧရိယာ ....၈.၀၀၀.... ဧက၊ (စတုရန်းပေ ....၃၄၈၄၈၀....)

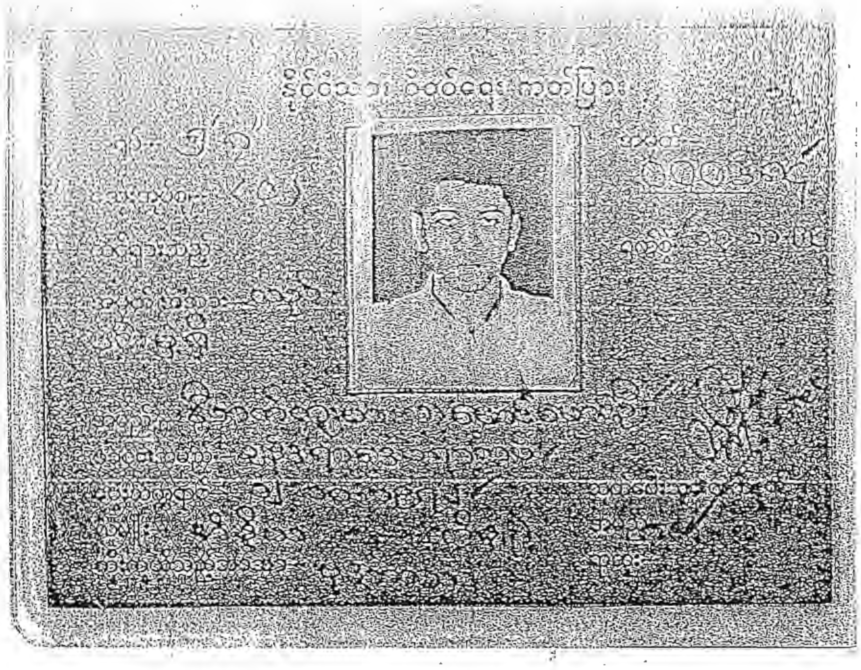
ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန



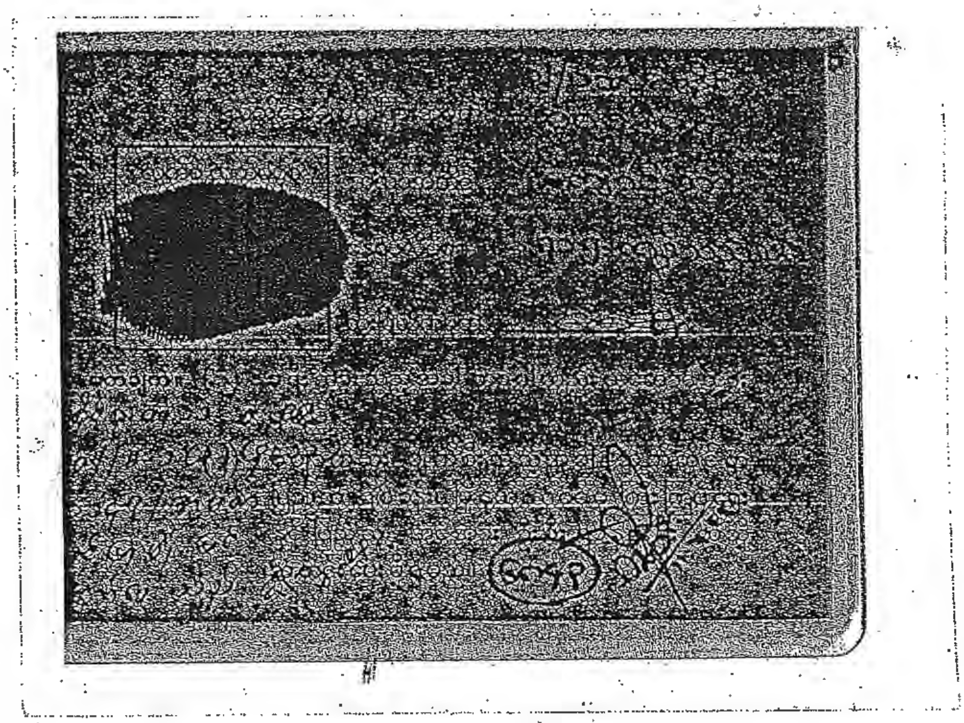


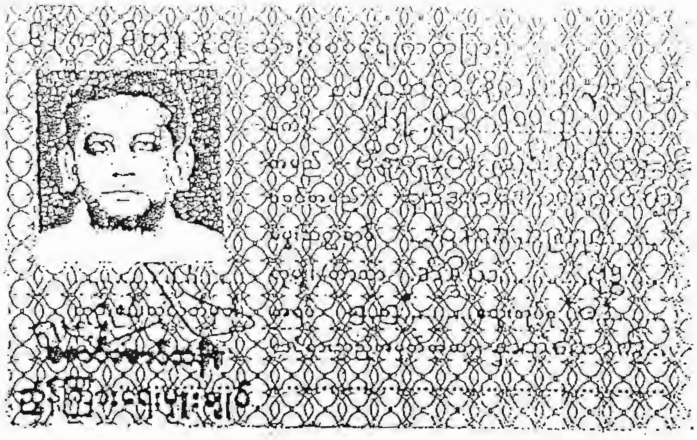
၂၀   /   ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မြေငှားစာချုပ်မြေပုံ
အမည်ပေါက်
မြေတိုင်းရပ်ကွက်အမှတ် - ရန်ကုန်စက်မှုဇုန်
လူနေရပ်ကွက်အမှတ် .
မြေကွက်အမှတ် - ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇
မြေအမျိုးအစား - နှစ်(၆၀)မြေငှားစာချုပ်
အလျား ၄၁၀.၂၁' / ၄၁၂.၃၅' × အနံ ၁၈၂.၇၄' / ၁၈၂.၆၆' ဧရိယာ ၁၄၈၄၈၀ စ/ပ ဧက ၈.၀၀၀
မြို့နယ် မင်္ဂလာဒုံ
စကေး ၁" = ၄၀၀'
ထုတ်ပေးသည့်အမှုတွဲအမှတ်
(မိုးနိုင်ဦး) မြေတိုင်း - ၅ မြေတိုင်းဌာန
၂၈.၈.၂၀၁၅ တင်မျိုးကျော် ဦးစီးအရာရှိ မြေတိုင်းဌာနခွဲ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (မြတ်...) မြေတိုင်း - ၂ မြေတိုင်းဌာန

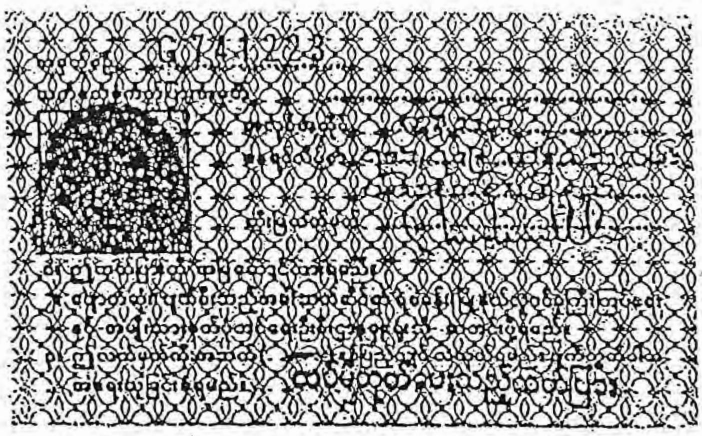
၂၀   /   ခုနှစ်သုံး မြေပုံ/မြို့ မြေစာရင်းမှ ရေးကူးသော ကောက်နုတ်ချက်မိတ္တူမြေပုံ/မြေရာဇဝင်ဖြစ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။ (မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန)



နိုင်ငံသားစိစစ်ရေးကတ်ပြား







G 741223

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန

မြို့ပြနှင့်အိမ်ရာဖွံ့ဖြိုးရေးဦးစီးဌာန

မြေငှားစာချုပ်

အမည်	ဦးဖောင်ဖောင်ဦး	တိုင်းဒေသကြီး/ပြည်နယ်	
		မြို့နယ်	ဟင်္သာတ
		မြေတိုင်းရပ်ကွက်အမှတ်	ရွှံကုန်းလက်ဟွေးရှုန်
		လူနေရပ်ကွက်အမှတ်	
နိုင်ငံသားစိစစ်ရေးကဒ်ပြားအမှတ်/		မြေကွက်အမှတ်	၂၂၄ ၊ ၂၂၅ ၊ ၂၂၆ ၊ ၂၂၇
အမျိုးသားမှတ်ပုံတင်အမှတ်	၁၄/ဖဘဘက(နိုင်)၀၀၀၈၈၄	မြေကွက်တည်နေရာ	
မြေငှားစာချုပ်အမှတ်			
အမှုတွဲအမှတ်/နေ့စွဲ	ရန်ကုန်၊ ဟဂဇ(လက်ရှ) ၁၆၈/၂၀၁၃		

မြေငှားစာချုပ်

HA 001260

နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာ လ၊ ၉ ရက်

မူရင်း

မြေငှားစာချုပ်အမှတ် .... အမှုတွဲအမှတ် .ရန်ကုန်၊ ဖဂဒ.(ဓ-[illegible]) .၁၆၈၁/၂၀၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် **"အငှားချထားသူ"** ဟုရည်ညွှန်းသည်။ **"အငှားချထားသူ"** ဆိုသည့် စကားရပ်တွင် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်။)

နှင့် **စက်မှုလက်မှုလုပ်ငန်း**

.....ရန်ကုန်.... တိုင်းဒေသကြီး/ပြည်နယ် .... မြို့နေ၊ ဦး .[illegible] (ရှု) ၏ သား/သမီးဖြစ်သော ဦး/ဒေါ် .[illegible]...... နိုင်ငံသား/အမျိုးသားမှတ်ပုံတင်အမှတ်. ၁၂/ဗဟတ(နိုင်).၀၀၀၆၈၄ (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟုရည်ညွှန်းသည်။)တို့ ၁၃..၂၅.. ခုနှစ်၊ ..နတ်တော်..... လဆန်း/လမြည့်ကျော် ..၇... ရက်နေ့၊ ၂၀၁၃... ခုနှစ်၊ ..ဒီဇင်ဘာ.... လ ..၉.. ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မိုင်းစသည်တို့သည် ဤစာချုပ်ဖြင့်အငှားချထားခြင်း၌မပါဝင်ချေ။ ထိုသို့ရှာဖွေတူးဖော် ရယူသယ်ဆောင်ရာ၌အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအား သင့်လျော်သောလျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ လျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းအက်ဥပဒေ၏သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် ..၉..၁၂..၂၀၁၃.. နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင်၊ ..၂၀၇၃.. ခုနှစ်၊ ..ဒီဇင်ဘာ....လ၊ ..၈.. ရက်နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါး နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ် ....၅၇၂၇၄........ ....(ကျပ် [illegible] တိတိ) ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း (၁) ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ် ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ တစ်ဆယ့်ငါး နှစ်စီအတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

[illegible] ၁၆၉၂ ကို [illegible]

မူရင်း

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် ~

(က) အထက်၌ မြေငှားခကို ပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌သော်လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင်ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌ သော်လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆) လအတွင်းစတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်းတွင် အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်ကို သက်ဆိုင်ရာဥပဒေ ၊ နည်းဥပဒေ ၊ စည်းမျဉ်းစည်းကမ်းချက်များ နှင့် အညီ ပြီးစီးအောင် ဆောက်လုပ်ရန်နှင့်ထိုလူနေအိမ် စသည်တို့ကို အဆိုပါ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက်များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်ကခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံအစစ်ဆောက်မိ၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့်လူနေအိမ်ကို၊ လူနေအိမ်အဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရန်။

(စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်အပြင် ၄င်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ။

(ဆ) ဤ စာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့် ကိစ္စအတွက်မဆို အဆိုပါ မြေကွက် သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားတွင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရဆောင်ရွက်သူများအား နေ့ခင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားကုန်ဆုံးသောအခါ အဆိုပါမြေကွက် တည်ရှိသည့်အဆောက်အအုံထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများ မပါဝင်စေဘဲ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပိုဒ် (၂) အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အခပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀ ..၅၃........ ခုနှစ် အတွင်းတွင်ဖြစ်စေ၊ ထို့နောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါမြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက်မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်းအစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယ လဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခမပြေကျန်ရှိနေလျှင်၊ သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင်ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင်၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါမြေငှားခကိုရယူရန် ချက်ချင်းအမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကိုပယ်ဖျက်၍ အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည် ~

(က) အပိုဒ် (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားစာချုပ်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည် သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်အဆောက်အအုံ စသည့် ပစ္စည်းများ၌ ထင်ရှား၍ လူအများမြင်သာသော နေရာတွင်ကပ်ထားနိုင်သည်။ အဆိုပါနို့တစ်စာကို ပြဆိုသည့် နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း၊ ပြုလုပ်ပြီးနောက် ရက်ပေါင်း (၆၀) အတွင်း အငှားစာချုပ်ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း၊ သို့တည်းမဟုတ် အဆိုပါ မြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့်စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ်အားလုံးနှင့်တကွ အဆိုပါညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြား ပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါ မြေကွက်နှင့်ပြန်လည်သိမ်းယူသည့် အချိန်တွင်ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတပါး အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏တန်ဖိုး ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ်ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၏ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရ။

မူရင်း

အပိုဒ် (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ပြီး မဟုတ်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူက နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည်အထိ အဆိုပါမြေငှားခကို ပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါ မိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲ တွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြား မကုန်မီ (၆) လအတွင်း ဖျက်သိမ်း သယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက် ပျက်စီးယိုယွင်းခဲ့လျှင် ထိုမြေကွက်ကို မူလ အခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

........၂၀၁၈....ခုနှစ်၊ ..ဒီဇင်ဘာ..............လ၊ ...၈.... ရက်နေ့မှစ၍ ပထမ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ ဒုတိယ တစ်ဆယ့်ငါး နှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄ အရ စည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ ဒုတိယ တစ်ဆယ့်ငါး နှစ်ကုန်ဆုံးသောအခါ တတိယ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ်မြေငှားခကိုလည်းကောင်း၊ တတိယ တစ်ဆယ့်ငါး နှစ် ကုန်ဆုံးသောအခါ စတုတ္ထ တစ်ဆယ့်ငါး နှစ်အတွက် အဆိုပါ မြေနည်းဥပဒေ ၂၄ အရစည်းကြပ်သော သုံးလပါတ် မြေငှားခကိုလည်းကောင်း၊ အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ အထက်ပါ နည်းလမ်းအတိုင်း မြေငှားခကို ပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင် ပြဋ္ဌာန်း ထားသည့် နည်းလမ်းအတိုင်း မြေငှားခကို ပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲ သုံးလပါတ် မြေငှားခကို ဆက်လက်ပေးဆောင်ရန်။

) ဤစာချုပ်ပါ အခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင် ပါရှိစေကာမူ ဤစာချုပ်ချုပ်ဆိုသည့် နေ့မှစ၍ ပထမ နှစ်ပေါင်း သုံးဆယ် အတွင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော မြေငှားခကို ပြေလည်အောင် ပေးဆောင်ခဲ့သောကြောင့်လည်းကောင်း၊ ပြုလုပ်ထားသည့် ပဋိညာဉ်ခံချက်များကို မပျက်မကွက် လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့်လည်းကောင်း၊ သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သော သုံးလပါတ် မြေငှားခဖြင့် နောက်ထပ်နှစ်ပေါင်း သုံးဆယ် အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်းမြေငှား စာချုပ်အသစ် ချုပ်ဆိုရန်သဘောတူကြောင်း အဆိုပါ ပထမနှစ်ပေါင်း သုံးဆယ် မပြည့်မီ အနည်းဆုံး (၆) လ ကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့်အကြောင်းကြားရမည်။ အကြောင်းကြားစာနှင့်အတူ ပထမ မြေငှားစာချုပ်ကို ပေးအပ်လျှင် ထိုအကြောင်းကြားစာ ရရှိသည့်နေ့မှ (၆) လအတွင်း နောက်နှစ်ပေါင်း သုံးဆယ် အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့် ဖြစ်နိုင်သမျှတူညီသည့် ပဋိညာဉ်ခံချက်များပါရှိသည့် မြေငှားစာချုပ်အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူက ထုတ်ပေးရန်၊ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပါတ်မြေငှားခကို အငှားစာချုပ်ရသူက ပေးဆောင်ရန်။

ဤစာချုပ်ပါ စကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ် နှင့် ညွှန်ကြားရေးမှူး တို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကို ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်နှင့် အဆိုပါ..................... ....[illegible]..................................သည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့် နေ့ရက်တွင် လက်မှတ်ရေးထိုးကြကြောင်း။

မူရင်း

အမည်ပြောင်းလွှဲခြင်းမှတ်တမ်း

တိုင်းဒေသကြီး/ပြည်နယ် -

မြို့နယ် -

မြေတိုင်းရပ်ကွက်အမှတ် -

မြေကွက်အမှတ် -

ဧရိယာ -

မြေအမျိုးအစား -

မြေငှားစာချုပ်အမှတ် -

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

မူရင်း

အမည်ပြောင်းလဲခြင်းမှတ်တမ်း

တိုင်းဒေသကြီး/ပြည်နယ် -

မြို့နယ် -

မြေတိုင်းရပ်ကွက်အမှတ် -

မြေကွက်အမှတ် -

ဧရိယာ -

မြေအမျိုးအစား -

မြေငှားစာချုပ်အမှတ် -

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

မူရင်း

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မြို့ ......ရန်ကုန်......

တံဆိပ်

ညွှန်ကြားရေးမှူးချုပ် ....ဦးမင်းသိန်း.................................... ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ် ....ဦးခင်စိန်.................................... ဒုတိယညွှန်ကြားရေးမှူးချုပ်

[redacted]ကြားရေးမှူး ....ဦးဌေးအောင်.................... တို့ .... ညွှန်ကြားရေးမှူး

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်၊

ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်။

အသိသက်သေ

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) ....ဦးတင်မောင်မြင့်....................

အငှားစာချုပ်ရသူ ....ဦးဖြိုးဝင်းဦး........ က လက်မှတ်ရေးထိုးသည်။ .... အငှားစာချုပ်ရသူ

အသိသက်သေ

၁။ .... ၂။ ....

[redacted] ဦးစိုးအောင်... ညွှန်ကြားရေးမှူး

မြေနှင့်အခွန်ဌာနခွဲ(ရုံးချုပ်) မြေနှင့်အခွန်ဌာနခွဲ (ရုံးချုပ်)

အထက်တွင် ရည်ညွှန်းထားသည့်ဇယား

မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနပိုင်မြေဖြစ်သော လူနေရပ်ကွက်အမှတ် ....

မြေတိုင်းရပ်ကွက်အမှတ် ...ရန်ကုန်စက်မှုဇုန်......

...ရန်ကုန်.....တိုင်းဒေသကြီး/ပြည်နယ်၊ ...ရွှေပြည်သာ......ခရိုင်/မြို့နယ် အတွင်းရှိ ....တန်းစား၊

မြေကွက်အမှတ် ၂၂၄၊ ၂၂၅၊ ၂၂၆ ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှင်နီဖြင့် ပြထားသော အလျား ....၆၁၀.၂၅'....... ပေ၊

အနံ ....၃၈၂.၇၄'....... ပေ၊ ခန့်ရှိသော အလျားအလျား ~

အရှေ့လားသော် ....လမ်း............................

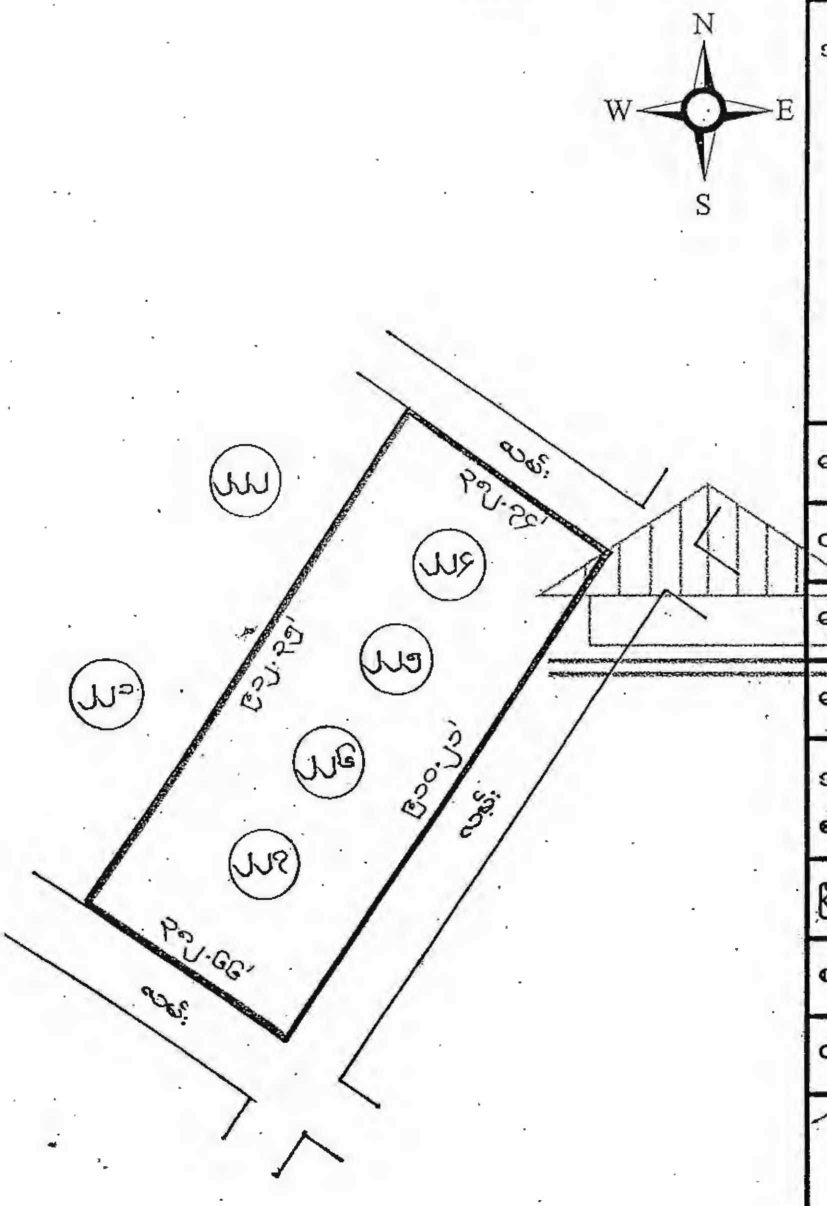
အနောက်လားသော် ....မြေကွက်အမှတ် ၂၂၁ ၊ ၂၂၂ ....

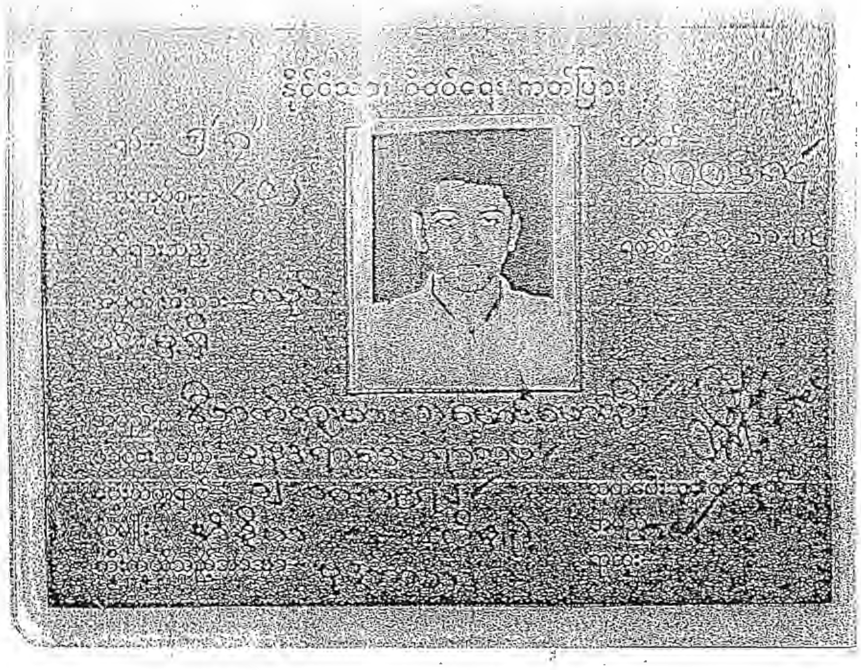
တောင်လားသော် ....လမ်း............................

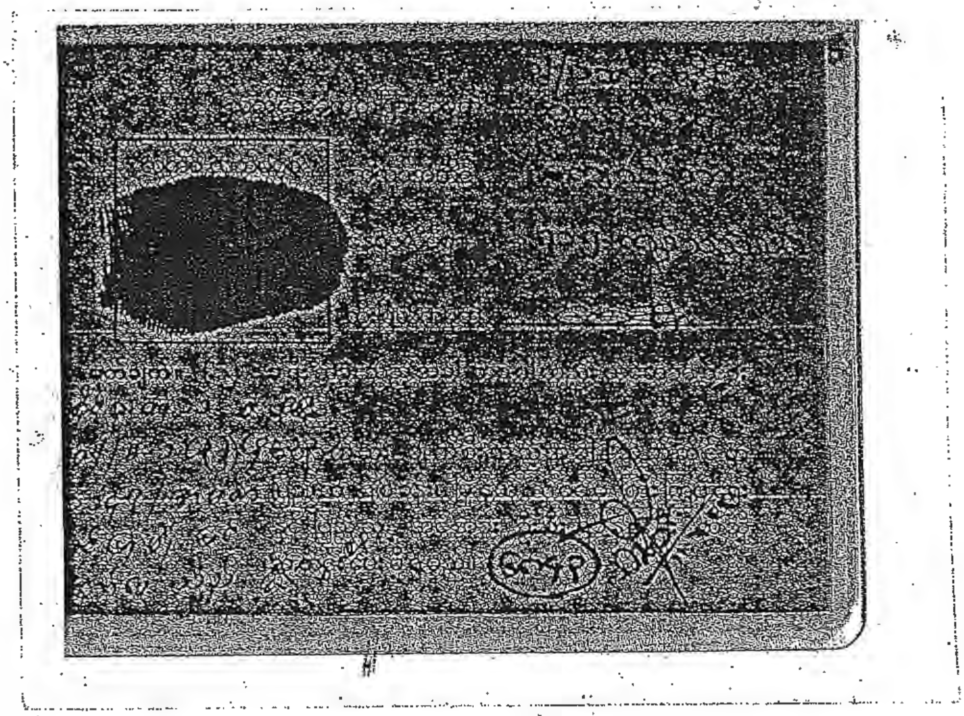
မြောက်လားသော် ....လမ်း............................

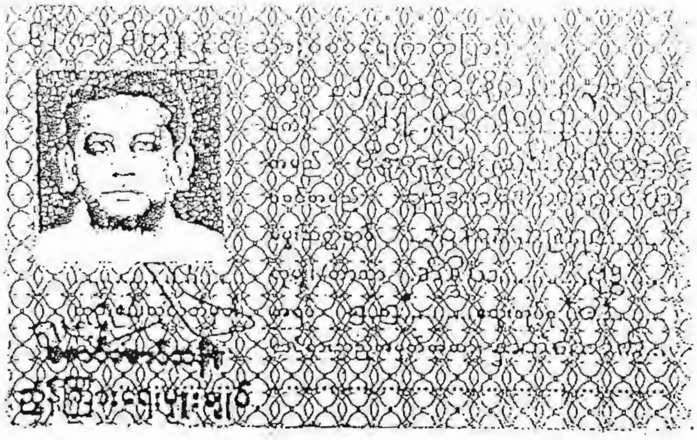
အတွင်းရှိ မြေအားလုံးဧရိယာ ....၅.၀၀၀....... ဧက၊ (စတုရန်းပေ ......၁၃၄၄၈...ရ/၅)

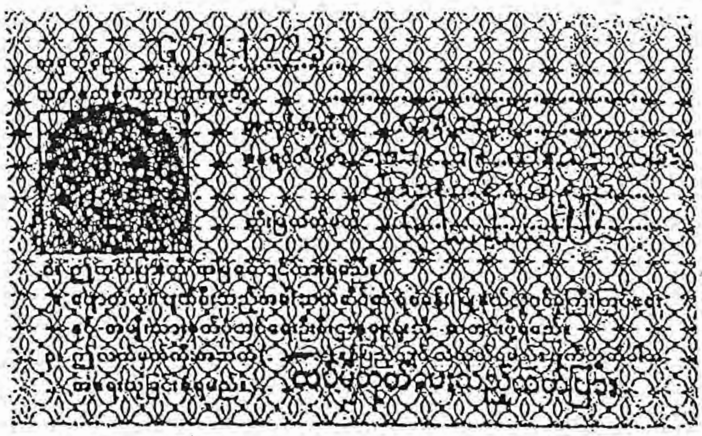
ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

	၂၀ / ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မြေငှားစာချုပ်မြေပုံ
	အမည်ပေါက်
	မြေတိုင်းရပ်ကွက်အမှတ် - ရန်ကုန်စက်မှုဇုန်
	လူနေရပ်ကွက်အမှတ်
	မြေကွက်အမှတ် - ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇
	မြေအမျိုးအစား - နှစ်(၆၀)မြေငှားစာချုပ်
	အလျား ၆၁၀.၂၁' / ၆၁၂.၃၅' x အနံ ၃၈၂.၇၄' / ၃၈၂.၆၆' ဧရိယာ ၃၄၈၄၈၀ စ/ပေ ဧက ၈.၀၀၀
	မြို့နယ် မင်္ဂလာဒုံ
	စကေး ၁" = ၁၀၀'
	ထုတ်ပေးသည့်အမှုတွဲအမှတ်
	(ကိုးနိုင်ဦး) မြေတိုင်း - ၅ မြေတိုင်းဌာန
	(မြတ်ဦး) မြေတိုင်း - ၂ မြေတိုင်းဌာန
၂၀ / ခုနှစ်သုံး မြေပုံ/မြို့ မြေစာရင်းမှ ရေးကူးသော ကောက်နုတ်ချက်မိတ္တူမြေပုံ/မြေရာဇဝင်ဖြစ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။ (မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန)	29/1/2015 တင်မျိုးကျော် ဦးစီးအရာရှိ မြေတိုင်းဌာနခွဲ မြို့ပြရေးဦးစီးဌာန


နိုင်ငံသားစိစစ်ရေးကတ်ပြား






G 741223

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန

မြို့ပြနှင့်အိမ်ရာဖွံ့ဖြိုးရေးဦးစီးဌာန

မြေငှားစာချုပ်

အမည်	ဦးထွန်းထွန်းဝင်း	တိုင်းဒေသကြီး/ပြည်နယ်	
		မြို့နယ်	[illegible]
		မြေတိုင်းရပ်ကွက်အမှတ်	ရန်ကုန်စလ်ေ ၁၂ ကု
		လူနေရပ်ကွက်အမှတ်	
နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်/		မြေကွက်အမှတ်	၂၁၉ ၊ ၂၂၀ ၊ ၂၂၁ ၊ ၂၂၂
အမျိုးသားမှတ်ပုံတင်အမှတ်	၁၂/ဥကမ(နိုင်)၀၀၃၁၇၅	မြေကွက်တည်နေရာ	
မြေငှားစာချုပ်အမှတ်			
အမှုတွဲအမှတ်/နေ့စွဲ	ရန်ကုန် ၊ ၁၀၀၄ (ခလ်) ၁၇၀ / ၂၀၀၃		

၁၄၅၁၇၄၁ —

မြေငှားစာချုပ်

HA - 001259

နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာ လ၊ ၄ ရက်

မူရင်း

မြေငှားစာချုပ်အမှတ်.............................အမှုတွဲအမှတ် . ရန်ကုန် ၊ ၁၁၀၁ (စကဲမွှ) . ၁၅၀ ၊ ၂၀၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် **"အငှားချထားသူ"** ဟုရည်ညွှန်းသည်။ **"အငှားချထားသူ"** ဆိုသည့် စကားရပ်တွင် ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်းပါဝင်သည်။)

နှင့် **စက်မှုလက်မှုလုပ်ငန်း**

.....ရန်ကုန်.... **တိုင်းဒေသကြီး/ပြည်နယ်** ....မြို့နေ၊ ဦး . . ချန်းမှာချေ . . (ခရာတဒ်(ရှ)) ၏ သား/သမီးဖြစ်သော ဦး/ဒေါ် . . ထွန်း ထွန်း ဝင်း . . . . . နိုင်ငံသား/အမျိုးသားမှတ်ပုံတင်အမှတ်. ၁၂/ဗဟတ (နိုင်) ၀၀၃၃၇၅ (နောင်တွင် "အငှားစာချုပ်ရသူ" ဟုရည်ညွှန်းသည်။) **တို့** ၁၃ . . ၇၅ . . ခုနှစ်၊ . . . . နတ်တော် . . လဆန်း/လပြည့်ကျော် . . ၇ . . . ရက်နေ့၊ ၂၀. ၁၃ . . ခုနှစ်၊ . . . ဒီဇင်ဘာ . . . လ၊ . ၄ . . ရက်နေ့တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်ချုပ်ဆိုကြသည်။

အငှားစာချုပ်ရသူက နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့်လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကို ထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက်သွားလာနိုင်ခွင့်စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွ အငှားချထားသူက အငှားစာချုပ်ရသူအား ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ် မြေအောက်ရှိ သတ္တုတွင်းများ၊ ဓါတ်သတ္တုပစ္စည်းများ၊ ကျောက်မျက်ရတနာများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကျောက်မိုင်းစသည်တို့သည် ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌မပါဝင်ချေ။ ထိုသို့ရှာဖွေတူးဖော် ရယူသယ်ဆောင်ရာ၌အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကို နှောင့်ယှက်ပျက်စီးစေခဲ့လျှင် အငှားစာချုပ်ရသူအား သင့်လျော်သောလျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့်စပ်လျဉ်း၍ အငြင်းဖြစ်ပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်းအက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

ထို့ကြောင့် ဤစာချုပ် ချုပ်ဆိုသည့် . . ၄ . ၁၂ . . ၂၀၁၃ . . . နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ်ကာလအပိုင်းအခြားတွင်၊ . ၂၀၂၈ . . ခုနှစ်၊ . ဒီဇင်ဘာ . . . . လ၊ . ၈ . . ရက် နေ့၌ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါး နှစ်အတွင်းတွင် သုံးလပတ်အတွက် မြေငှားရမ်းခငွေ ကျပ် . . . . ၈၅၂၅၂ . . . .
..................................(ကျပ် ရှစ်သောင်းငါးထောင့်နှစ်ရာငါးဆယ့်နှစ် တိတိ)
ကို ဇန်နဝါရီလ၊ ဧပြီလ၊ ဇူလိုင်လနှင့် အောက်တိုဘာလများ၏ လဆန်း (၁) ရက်နေ့များတွင် ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ် ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ဒုတိယ၊ တတိယ နှင့် စတုတ္ထ တစ်ဆယ့်ငါး နှစ်စီအတွက် အပိုဒ်(၃)တွင် ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအား သတ်မှတ်သည့် မြေငှားခများကို အငှားစာချုပ်ရသူက ပေးဆောင်ရမည်။

၅။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည် ~

(က) အထက်၌ မြေငှားခကို ပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်းအဆိုပါမြေငှားခနှင့်အဆိုပါမြေကွက်ပေါ်၌သော်လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင်ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌ သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌ သော်လည်းကောင်း၊ အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ၊ စည်းကြပ်လတ္တံ့ဖြစ်သော အခွန်အတုပ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှ (၆) လအတွင်းစတင်ဆောက်လုပ်၍ နှစ် နှစ်အတွင်းတွင် အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်ကို သက်ဆိုင်ရာဥပဒေ၊ နည်းဥပဒေ၊ စည်းမျဉ်းစည်းကမ်းချက်များ နှင့် အညီ ပြီးစီးအောင် ဆောက်လုပ်ရန်နှင့်ထိုလူနေအိမ် စသည်တို့ကို အဆိုပါ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက် တည်ရှိသောရပ်ကွက်၌ သက်ဆိုင်ရာ ဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်များနှင့် ရေပိုက်များချထားလျှင် ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့် တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်ကခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါ မြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့်သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားအတွင်း အဆိုပါမြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက်မှတပါး အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့်လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှတပါး အခြားနည်းအသုံးမပြုရန်။

(စ) အငှားချထားသူ၏စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်အပြင် ၎င်းမြေ၏ တစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများ မပြုလုပ်ရ။

(ဆ) ဤ စာချုပ်နှင့် စပ်လျဉ်း၍ မည်သည့် ကိစ္စအတွက်မဆို အဆိုပါ မြေကွက် သို့ဖြစ်စေ၊ အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံသို့ဖြစ်စေ၊ နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြားတွင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရဆောင်ရွက်သူများအား နေ့ခင်းသင့်လျော်သည့်အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်း ခြောက်ဆယ် ကာလ အပိုင်းအခြားကုန်ဆုံးသောအခါ အဆိုပါ မြေကွက် တည်ရှိသည့်အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများ မပါဝင်စေဘဲ အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် အငှားချထားသူက အပိုဒ် (၂) အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀ ...၁၃... ခုနှစ် အတွင်းတွင်ဖြစ်စေ၊ ထို့နောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါမြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက်မြေငှားခကို (သို့တည်းမဟုတ်) ၎င်းအစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယ လဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခမပြေကျန်ရှိနေလျှင်၊ သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင်ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်ရန် ပျက်ကွက်လျှင်၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါမြေငှားခကိုရယူရန် ချက်ချင်းအမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံချက်ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊ အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ၊ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာချုပ်ကိုပယ်ဖျက်၍ အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက်ပြုလုပ်သည် ~

(က) အပိုဒ် (၂) အရ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိသင့်လျော်သည်ဟု ထင်မြင်သည့် နည်းလမ်းအတိုင်း အငှားစာချုပ်ရသူ၏ နောက်ဆုံးသိရှိရသော လိပ်စာတပ်ပြီး မှတ်ပုံတင်ပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသော နေရာတွင်ကပ်ထားနိုင်သည်။ အဆိုပါနို့တစ်စာကို ပြဆိုသည့် နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း၊ ပြုလုပ်ပြီးနောက် ရက်ပေါင်း (၆၀) အတွင်း အငှားစာချုပ်ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း၊ သို့တည်းမဟုတ် အဆိုပါ မြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည်အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ်အားလုံးနှင့်တကွ အဆိုပါညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြား ပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက်စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင်သော်လည်းကောင်း၊ အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ် ခံချက်များအတိုင်း နှစ်ပေါင်း ခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါ မြေကွက်ကိုနှင့်ပြန်လည်သိမ်းယူသည့် အချိန်တွင်ထိုမြေကွက်ပေါ်၌ တည်ရှိနေသော အဆောက်အအုံ၊ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်၊ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြားအကြောင်း တစ်ခုခုကြောင့်သော်လည်းကောင်း၊ ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ပြန်လည်သိမ်းယူသည့်အခါ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများ သို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်စီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတပါး အဆိုပါမြေကွက်ပေါ်တွင်ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ၊ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏တန်ဖိုး ယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ်ပျက်စီးယိုယွင်းခြင်းအတွက် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရ။

ပုံစံ(၅)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မြို့ ...ရန်ကုန်.......

ညွှန်ကြားရေးမှူးချုပ် ......ဦးမြင့်ထိန်...... ....

ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ် ......ဦးခင်စိန်...... ....

ဒုတိယညွှန်ကြားရေးမှူးချုပ်

ညွှန်ကြားရေးမှူး ......ဦးဌေးအောင်...... တို့ ....

ညွှန်ကြားရေးမှူး

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်၊

ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်။

အသိသက်သေ

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) ......ဦးတင်မောင်မြင့်......

အငှားစာချုပ်ရသူ ...ဦးထွန်းထွန်းဝင်...... က လက်မှတ်ရေးထိုးသည်။ ....

အငှားစာချုပ်ရသူ

အသိသက်သေ

၁။ ...မှတ်ပုံတင်(၁၂/ဥကမ(နိုင်)၁၂၀၀၅၁)... ၂။ ....

အထက်တွင် ရည်ညွှန်းထားသည့်ဇယား

ခွင့်ပြုမိန့်မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ....

မြေတိုင်းရပ်ကွက်အမှတ် ..ရန်ကုန်စက်မှုဇုန်.......

...ရန်ကုန်.....တိုင်းဒေသကြီး/ပြည်နယ်၊ .... ခရိုင်/မြို့နယ် အတွင်းရှိ .... တန်းစား၊

မြေကွက်အမှတ် ၂၁၉၊ ၂၂၀၊ ၂၂၁ ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှင်နီဖြင့် ပြထားသော အလျား ...၃၆၉.၆၆'........ ပေ၊

အနံ ...၁၀၀၅.၈၈'........ ပေ၊ ခန့်ရှိသော အလားအလာ ~

အရှေ့လားသော် .....မြေကွက်အမှတ် ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇....

အနောက်လားသော် .....မြေကွက်အမှတ် ၂၁၇၊ ၂၁၈..........

တောင်လားသော် ....လမ်း..........

မြောက်လားသော် ....လမ်း..........

အတွင်းရှိ မြေအားလုံးဧရိယာ ....၈.၅၅...... ဧက၊ (စတုရန်းပေ ...၃၇၂,၈၄၈...... ခ/မ)

ပုံစံ(၆)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

မြို့ ...ရန်ကုန်.......

ညွှန်ကြားရေးမှူးချုပ် ...ဦးမြင့်ယိန်း... .... ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယ ညွှန်ကြားရေးမှူးချုပ် ...ဦးခင်စိန်... .... ဒုတိယညွှန်ကြားရေးမှူးချုပ်

ညွှန်ကြားရေးမှူး ...ဦးဒွေးအောင်... တို့ .... ညွှန်ကြားရေးမှူး

ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်၊

ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ လက်မှတ်ရေးထိုးသည်။

အသိသက်သေ

ဦးတင်မောင်မြင့်

ဒုတိယညွှန်ကြားရေးမှူး(မြေနှင့်အခွန်) ....

အငှားစာချုပ်ရသူ ...ဦးတွန်းတွန်းဝင်း...... က လက်မှတ်ရေးထိုးသည်။ .... အငှားစာချုပ်ရသူ

အသိသက်သေ

၁။ ...မြတ်ဝင်း (၁၂/ဥကမ(နိုင်)၁၂၀၀၅၁)... ၂။ ....

တောက်ထောက်ညွှန်ကြားရေးမှူး

မြေနှင့်အခွန်ဌာနခွဲ (ရုံးချုပ်)

အထက်တွင် ရည်ညွှန်းထားသည့်ဇယား

ခွင့်ပြုမြို့ မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ....

မြေတိုင်းရပ်ကွက်အမှတ် ...ဗိုလ်တထောင်ဈေး ကွက်...........

...ရန်ကုန်.....တိုင်းဒေသကြီး/ပြည်နယ်၊ .... ခရိုင်/မြို့နယ် အတွင်းရှိ .... တန်းစား၊

မြေကွက်အမှတ် ၂၁၉၊ ၂၂၀၊ ၂၂၁ ဖြစ်သည့် ပူးတွဲပါမြေပုံ၌ မှင်နီဖြင့် ပြထားသော အလျား ...၃၆၉.၆၆'... ပေ၊

အနံ ...၁၀၀၅.၈၈'... ပေ၊ ခန့်ရှိသော အလားအလာ ~ ...၁၆၄.၂၁' / ၂၂၄.၆၆'...

အရှေ့လားသော် ...ပြေကွက်နံပါတ် ၂၂၄၊ ၂၂၅၊ ၂၂၆၊ ၂၂၇...

အနောက်လားသော် ...မြေကွက်နံပါတ် ၂၁၇၊ ၂၁၈...

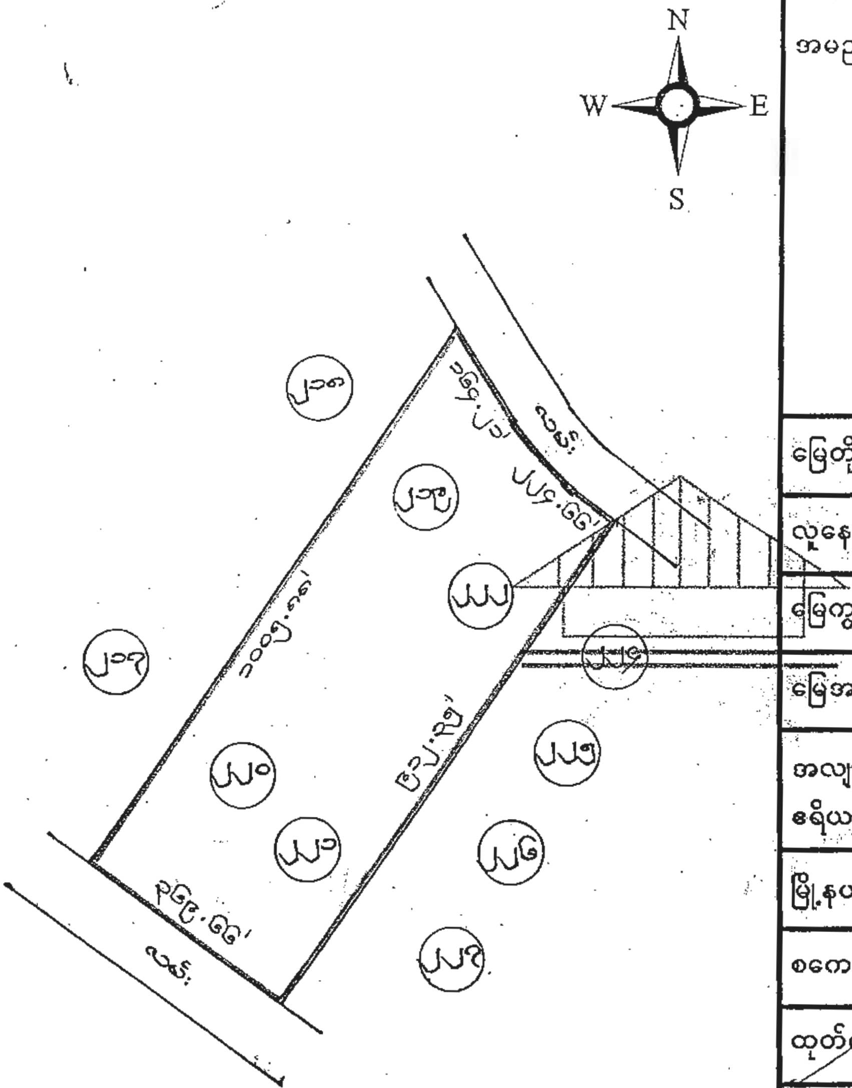
တောင်လားသော် ...လမ်း...

မြောက်လားသော် ...လမ်း...

အတွင်းရှိ မြေအားလုံးဧရိယာ ...၈.၇၇... ဧက၊ (စတုရန်းပေ ...၃၇၄၈၇၇... ခ/ယ)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

၂၀ / ခုနှစ်သုံး မြေပုံမှ ရေးကူးပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မြေငှားစာချုပ်မြေပုံ	
အမည်ပေါက်	



မြေတိုင်းရပ်ကွက်အမှတ် - ရန်ကုန်စက်မှုဇုန်	
လူနေရပ်ကွက်အမှတ်	
မြေကွက်အမှတ် - ၂၁၉ ၊ ၂၂၀ ၊ ၂၂၁ ၊ ၂၂၂	
မြေအမျိုးအစား - ၃၀ (၆၀) မြေငှားစာချုပ်	
အလျား ၃၆၉.၆၆' / ၁၆၄.၂၁' / ၂၂၄.၆၆' × အနံ ၁၀၀၅.၈၈' / ၉၃၂.၃၅' ဧရိယာ — ၃၄၈၄၈၀ စ/ပ ဧက ၈.၀၀၀	
မြို့နယ် မင်္ဂလာဒုံ	
စကေး ၁" = ၃၀၀'	
ထုတ်ပေးသည့်အမှုတွဲအမှတ်	

(စိုးနိုင်ဦး)
မြေတိုင်း ၇
မြေတိုင်းဌာနခွဲ

(ရဲအောင်)
မြေတိုင်း-၂
မြေတိုင်းဌာနခွဲ

၂၀ / ခုနှစ်သုံး မြေပုံ/မြို့ မြေစာရင်းမှ ရေးကူးသော ကောက်နုတ်ချက်မိတ္တူမြေပုံ/မြေရာဇဝင်ဖြစ်၍ တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။ (မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန)

၂၉.၁၁.၂၀၁၃
တင်မျိုးကျော်
ဦးစီးအရာရှိ
မြေတိုင်းဌာနခွဲ
မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

အမှုတွဲအမှတ် နှင့် ခွင့်ပြုရက်စွဲ	မြေငှားစာချုပ်အမည်ပေါက် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်	ပြောင်းလွှဲသည့်စာချုပ် အမှတ်နှင့်ရက်စွဲ (သို့) တရားရုံးဒီကရီနှင့်ရက်စွဲ	ပြောင်းလွှဲခံရသူ (သို့) တရားရုံးဒီကရီရရှိသူ၏အမည် နှင့် နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်
၁	၂	၃	၄

LAND LEASE AGREEMENT

BETWEEN

U MAUNG MAUNG OO

AND

CROWN BEVERAGE CANS MYANMAR LIMITED

LAND LEASE AGREEMENT

BETWEEN

U MAUNG MAUNG OO(PabaTa(Naing)000684)

AND

CROWN BEVERAGE CANS MYANMAR LIMITED

THIS INDENTURE OF LEASE (hereinafter referred to as the Agreement) is made and entered into and delivered in Yangon, the Republic of Union of Myanmar, on the ----- day of -------2015, by and between the U MAUNG MAUNG OO(PabaTa(Naing)000684), a Myanmar Citizen, having its residence address at No.715, Room No.19, 2nd Floor, Merchant Road, Ward No.(3), Pabedan Township, Yangon, the Republic of Union of Myanmar (hereinafter referred to as "the Lessor" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, and permitted assigns except where the context requires another and different meaning) represented for the purpose of this Agreement by, U MAUNG MAUNG OO of the one part

and

CROWN BEVERAGE CANS MYANMAR LIMITED , a Joint Venture Company newly incorporated and existing under the laws of the Republic of Union of Myanmar, having its registered office at No.----, -----------------Street, --------------------------- Township, Yangon, the Republic of Union of Myanmar (hereinafter referred to as " the Lessee " which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns except where the context requires another and different meaning) represented for the purpose of this Agreement by its, Managing Director Mr. ---------------------------- of the other part.

Whereas the Lessee, a Joint Venture Company established in the Republic of Union of Myanmar, is desirous of utilizing and developing a business of **Manufacturing, Distribution and Marketing of Metal cans and ends and to build the Factory** with supporting facilities for the purpose of its business operations, on the Land and property thereon generally known as " CROWN BEVERAGECANS MYANMAR LIMITED " which is situated at Block No. 224, No.225, 226, 227 Yangon Industrial Zone Mingalardone Township, Yangon Region, the Republic of Union of Myanmar and having total area of

(8) acres more fully described on the site map attached hereto (hereinafter known as " the land "), and the Lessee agrees to take on the lease of the land for manufacturing of **Cans** and to construct **Cans Manufacturing Factory** (hereinafter refereed to as the "Factory") on it, managing and manufacturing of **Cans** subject to covenant, terms and conditions setout here after.

WHEREAS each party is legally authorized to enter into this Lease Agreement.

WHREAS this Lease Agreement together with the Appendices shall form an integral part of the Contract regarding foreign investment so be made in the Republic of Union of Myanmar, concluded between the parties.

WHEREAS the Lessor represents and warrants that it has the legal and beneficial right on the said land.

WHEREAS the Lessor also agrees to allow the Lessee to construct the proposed development in one or more phases as agreed to by both parties and will assist the Lessee for the success of the proposed development project.

NOW THIS INDEFTURE WITNESSETH as follows:

1.1 In consideration of the rent covenants, conditions and agreements on the part of the Lessee hereinafter contained, the Lessor hereby lease unto the Lessee all that piece or parcel of Land together with all rights, easements, appurtenances thereto, more particularly described in the Appendix attached hereto, which shall form an integral part of this Lease (hereinafter referred to as "the Leased Property") to hold the same unto the Lessee for initially a term of fifty (50) years and renewable for another 2 (two) terms of 10 (ten) years each commencing from the date as stated in Clause 7 below and yielding and paying therefore annually without demand on or within the first month of every fiscal year of the Lessor, an annual rent of US$ 11,350.738/- (US$ Eleven Thousand Three Hundred Fifty and seven three eight cent only) per acre per annum for the plot with an area of approximately (8) acres on the amount of US$ 90,805.90/- (US$ Ninety Thousand Eight Hundred Five and Ninety cent only) per acre per annum per year.

1.2 The rent shall be calculated from the date of signing of this Lease Agreement for the first year. From year two onwards rent shall be payable within the first month of every financial year to the Lessor as per Para 1.1.

1.3 The Lessee have to pay to the Lessor in cash annually within the first month of every financial year.

2. Rights and Obligations of the Lessee

The Lessee hereby, covenants with the Lessor during the term of the Lease for the following:

2.1 the Lessee shall pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also be responsible for the charges collectable by the respective authorities with respect to its other services;

2.2 the Lessee shall not cub-lease, assign or transfer the leasehold or any part of the leased-hold interest hereby created with respect to the demised premises or any part thereof ;

2.3 the Lessee shall keep in hood repair and condition of the buildings and structures in the demised premises and hand over such buildings and structures in such good repair and condition at the expiry of the lease period or the extended period, if any, of the lease;

2.4 the Lessee shall utilize the leased land for the purpose of constructing the **Cans Manufacturing Factory** thereon and subsequently operating and managing the business of manufacturing of **Cans;**

2.5 the Lessee shall abstain from making any alteration to the demised premises without the prior approval of the Lessor;

2.6 the Lessee shall ensure that all activities and operations carried out by the Lessee on the demised premises or any part thereof including the construction of the aforesaid Factory and related facilities are it conformity and accordance with the laws of the Union of Myanmar;

2.7 the Lessee shall be responsible for the preservation of the environment at and around of the area of the project site and to control pollution of air, water and land, and other environmental degradation. The Lessee shall take necessary measures in order to fulfill environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the project site environmental friendly;

2.8 the Lessee shall be allowed to use whatever machinery, equipment and materials necessary for the construction, operation and management of the proposed development on the leased site in accordance with the existing laws of the Republic of Union of Myanmar;

2.9. the Lessee shall be allowed to alter, renovate, the premise with the prior approval of the Lessor during the term of lease;

2.10 the Lessee shall pay all municipal taxes or rates as well as assessments of similar nature that now are or may hereafter during the said term be imposed upon the demised premises of any part thereof;

2.11 the Lessee may peacefully and quietly hold the demised premises during the term of the Lease without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully entrust for the Lessor.

2.12 the Lessee shall ensure that foreign personnel, and their families, employed by it shall abide by the laws of the Union of Myanmar and that they do not interfere in the internal affairs of the Republic of Union of Myanmar.

3. **Rights and Obligations of the Lessor**

The Lessor hereby covenants with the Lessee during the term of the Lease for the following: -

3.1 it is hereby agreed and understood between the contracting parties that the annual rent provided above shall be payable according to the terms and conditions covenanted herein;

3.2 the Lessor shall be no interference in the construction and operation the factory or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor during the term that this Lease is in effect;

3.3 the Lessor also agrees that the Lessee shall implement the proposed development project in within one year from the date of signing of this Agreement, as agreed to by both parties;

3.4 the Lessor shall assist the Lessee to obtain all necessary approvals and consent from all relevant authorities for construction, operation and management of proposed development project;

4. **Rental Increase**

The rent shall be reviewed and revised every five years of the lease term with the approval of the Myanmar Investment Commission, and the rate of increase in rent shall not be more than 15% of the pervious rent.

5. Term of Lease

5.1 The term of lease shall be initially fifty (50) years from the date of signing of this Lease Agreement. The official opening of the factory shall be within (36) months from the date of signing of this Lease Agreement. The rental fees shall be calculated from the date of signing of this Lease Agreement.

5.2 The Lease of land may be extendable for a further period of 2 (two) terms of 10 (ten) years each with the prior written consent of the Lessor and the approval of Myanmar Investment Commission.

6. Non-performance

It is also herby mutually agreed that if the Lessee shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fails to rectify such non-performance or non-observance within (30) days from the notification in writing from the Lessor of such default, the Lessor shall be at liberty to re-enter upon any take possession of the demised premises or any part thereof and the Lease shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action of the Lessor for the recover of money due from the Lessee by way of rent or compensation for damages.

7. Effective date

This lease shall come into force and become effective from the date of signing of this Lease Agreement by both parties.

8. Termination

8.1 This Agreement may be terminated on the occurrence of one of the following events;

(a) Agreement in written by both parties hereto to terminate the Agreement and submit the same to the Myanmar Investment Commission for approval in accordance with Article 14 under Chapter VII of the Procedures relating to the Union of Myanmar Foreign Investment Law;

(1) substantial and continuous losses in the Company's business,

(2) Breach of the terms and conditions of this Agreement by any of the parties hereto who fails to rectify the default within 60 (Sixty) days written notice of the other party,

(3) Force Majeure persisting for more than Six months from the date of occurrence thereof,

(4) Incapability of implementing the original aims and objects of the Lessee

(b) Notice be either party hereto to terminate this Agreement if any governmental authorities should require alteration or modification of any, provision of this Agreement, which shall materially and adversely affect such party interest including expropriation of all or any part of its shares.

8.2 This Agreement may be terminated, before the expiry of the term of lease, by mutual consent in writing, after a service of 90 (ninety) days notice of the intention of such termination, of the one party to the other party and on approval thereof by the Myanmar Investment Commission.

8.3 This Agreement may also be terminated by the Lessee in the event that a natural disaster or any destruction or loss caused by Force Majeure occurs, incapacitating the continuance of operation Lessee reserves, its right under this Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of intention to terminate shall be given in writing to Lessor 50 days in advance.

8.4 The termination of this Agreement shall be effected after receiving necessary approval from the Myanmar Investment Commission.

9. Arbitration

9.1 In the event that any, disputes arising between the parties relating to this Agreement that cannot be settled amicably, such dispute shall be settled in the Union of Myanmar by arbitration, through two arbitrators, each of whom shall be appointed by each contracting party. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an Umpire nominated by the arbitrators. The decision of the Arbitrators or the Umpire shall be final and binding upon both parties. The arbitration proceeding shall in all respect conform to the Arbitration Law, ***(Arbitration Law 2016)*** of any subsisting statutory modifications thereof.

9.2 The venue of arbitration shall be, in Yangon, Union of Myanmar. The Arbitration Fees shall be borne by the losing party.

10. Governing Law and Jurisdiction

10.1 This Agreement shall be governed read, interpreted and construed, in all respected in accordance with the existing laws of the Republic of Union of Myanmar.

10.2 The parties hereby agree to submit to the jurisdiction of the relevant court of Myanmar and all courts competent to near appeals there from.

11. Force Majeure

11.1 If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other party under this Agreement, it is agreed that the affected party give notice to the other party within (14) fourteen days after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure shall with the approval of the other party be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible for delay damage or lose caused by Force Majeure.

11.2 The term "Force Majeure" as employed herein shall mean Act of God, Restraint of a Government, Strikes, Lockouts, Industrial Disturbances, Explosions, Fires, Floods, Earthquakes, Storms, Lightning and every any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence neither party is unable to overcome.

12. Condition Precedent

This Agreement is conditional upon receipt of all necessary and requisite approvals foe its performance and implementation of this Agreement from all relevant government authorities in the Republic of Union of Myanmar.

13. Renegotiation of the Agreement

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and warrants amendments to this Agreement, the parties shall make the necessary negotiations and sake such amendments in writing, subject to the approval of the Myanmar Investment Commission. Such amendment or modification shall become an integral part of this Agreement.

14. Language

This Agreement is written in English, and all correspondences rebated to this Agreement shall be in English.

15. Notices

15.1 Any notice or either communication required to be given or sent there under shall be in English and be left or sent by preparing registered post (airmail if overseas) or telex or facsimile transmission or international courier to the party concern at its address as given below or such other address as the party concerned shall have notified in accordance with this clause to the other party.

The addresses are:-

(a) **Lessor**	(1)Name-	**U Maung Maung Oo**
	(2)Address-	No.715, Room No.19, 2nd Floor, Ward No.(3), Pabedan Township, Yangon, the Republic of Union of Myanmar.
	(3)Phone No.	-
	(5)Fax-	-
(b) **Lessee**	(1)Name-	**CROWN BEVERAGE CANS MYANMAR LTD**
	(2)Address-	No.---, ----------------------------------Street, ------------- ---------------------- Township, Yangon, the Republic of Union of Myanmar.
	(3)Phone No-.	-
	(5)Fax-	-

15.2 Any notice required or given by either party to the other shall be deemed to have been delivered when properly acknowledged for receipt by the party. Either party may substitute or change its address in writing there of and inform the other party.

16. **Map of Land**

The map of the land under this Lease Agreement and the layout is attached in Appendix (A).

17. **Retransfer of the Leased Property**

17.1 At the expiry of the leased period or if the Agreement is terminated ender Article 8, the Lessee shall transfer immovable properties including the leased land and buildings to Lessor without any consideration within 3 (three) months in good condition, ground damages having been refilled or repaired.

17.2 Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months from the date of expiry of the leased term or termination of the agreement, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and claim far damages caused to the land by Lessee.

18. Mines and Quarries

Mineral resources as well as, buried treasure, coal, petroleum oil and quarries whatsoever discovered unexpectedly within or under the said land shall be the property of the Lessor and the Lessor shall be at liberty to excavate the aforesaid at any time in accordance with to the Laws, Rules and Regulations of the Union of Myanmar.

Be WITNESS whereof, the parties hereto have set their hand and seals on the day the month and the year first above written.

Signed, sealed and delivered	Signed, sealed and delivered
For and on behalf of, Lessor,	For and on behalf of, Lessee,
U MAUNG MAUNG OO	**CROWN BEVERAGE CANS MYANMAR LTD**

Signature: -------------------------------	Signature :----------------------------
Name : U MAUNG MAUNG OO	Name :Mr. --
Designation ----------------------	Designation: Managing Director

In the Presence of:

(1)--------------------	(2)------------------
Name: U ------------------	Name: U -------------------
Designation: Director	Designation: Director

APPENDIX (A)

FORM OF NERFORMANCE BANK GUARANTEE

Department of --------------------,
No. -- , -------------- Road,
-------------------------- Township,
Yangon, Union of Myanmar.

Dear Sirs,
Subject : :Performance Bank Guarantee

This Performance Guarantee, given pursuant to article (30) of the Joint Venture Agreement dated -------------------- entered into between **TAUNG PYAR DAN CO.,LTD** and **CROWN ASIA PACIFIC HOLDINGS PTE LTD** in accordance with the aforesaid, we --------- -- for the business of **manufacturing of can products**, pursuant to the Joint Venture Agreement, and we irrevocable and unconditionally guarantee through Myanmar Investment and Commercial Bank, Yangon, Union of Myanmar, on behalf of the foreign party, **CROWN ASIA PACIFIC HOLDINGS PTE LTD** to pay to you without delay on your first written demand any amount or amounts claimed by you to the extent on US$ 25,000/- (US Dollar Twenty Five Thousand only).

This is agreed the sum for Performance Bank Guarantee for the aforesaid terms and conditions against restitution of the Original of this Performance Bank Guarantee accompanied by your written declaration with detailed reasons that **CROWN BEVERAGE CANS MYANMAR LIMITED**. This failed to execute any perform any of the aforesaid terms and conditions.

Our Guarantee will remain valid irrevocably up to and shall be released by you after the guarantee period of 12 (twelve) months from the effective date of this Joint Venture Agreement, but not later than (   ) bf which date our guarantee shall become null and void and is to be returned to us immediately on expiry of the Performance Bank Guarantee. The Performance Bank Guarantee to the furnished within 30 (thirty) days after signing of the Joint Venture Agreement.

Respective of its return however re shall consider ourselves completely discharged from any liability under this guarantee after the expire date.

Truly yours,

.... Bank.

LAND LEASE AGREEMENT

BETWEEN

U TUN TUN WIN

AND

CROWN BEVERAGE CANS MYANMAR LIMITED

LAND LEASE AGREEMENT

BETWEEN

U TUN TUN WIN(PabaTa(Naing)003175)

AND

CROWN BEVERAGE CANS MYANMAR LIMITED

THIS INDENTURE OF LEASE (hereinafter referred to as the Agreement) is made and entered into and delivered in Yangon, the Republic of Union of Myanmar, on the ----- day of --------2016, by and between the U TUN TUN WIN(PabaTa(Naing)003175), a Myanmar Citizen, having its residence address at No.10, Mingalar Street, Ward No.(16), Yankin Township, Yangon, the Republic of Union of Myanmar (hereinafter referred to as "the Lessor" which expression shall, unless repugnant to the context of the meaning thereof, be deemed to include its successors, and permitted assigns except where the context requires another and different meaning) represented for the purpose of this Agreement by, U TUN TUN WIN of the one part

and

CROWN BEVERAGE CANS MYANMAR LIMITED , a Joint Venture Company newly incorporated and existing under the laws of the Republic of Union of Myanmar, having its registered office at No.----, ----------------Street, -------------------------- Township, Yangon, the Republic of Union of Myanmar (hereinafter referred to as " the Lessee " which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns except where the context requires another and different meaning) represented for the purpose of this Agreement by its, Managing Director Mr. --------------------------- of the other part.

Whereas the Lessee, a Joint Venture Company established in the Republic of Union of Myanmar, is desirous of utilizing and developing a business of **Manufacturing, Distribution and Marketing of Metal cans and ends and to build the Factory** with supporting facilities for the purpose of its business operations, on the Land and property thereon generally known as " CROWN BEVERAGECANS MYANMAR LIMITED " which is situated at Block No. 221, 222, Yangon Industrial Zone Mingalardone Township, Yangon Region, the Republic of Union of Myanmar and having total area of (4) acres, only an area of (0.81) acre, more fully described on the site map attached hereto (hereinafter known as " the land "), and the Lessee agrees to take on the lease of the land for manufacturing of **Cans** and to construct **Cans Manufacturing Factory** (hereinafter referred to as the "Factory") on it, managing and manufacturing of **Cans** subject to covenant, terms and conditions setout here after.

WHEREAS each party is legally authorized to enter into this Lease Agreement.

WHREAS this Lease Agreement together with the Appendices shall form an integral part of the Contract regarding foreign investment so be made in the Republic of Union of Myanmar, concluded between the parties.

WHEREAS the Lessor represents and warrants that it has the legal and beneficial right on the said land.

WHEREAS the Lessor also agrees to allow the Lessee to construct the proposed development in one or more phases as agreed to by both parties and will assist the Lessee for the success of the proposed development project.

NOW THIS INDEFTURE WITNESSETH as follows:

1.1 In consideration of the rent covenants, conditions and agreements on the part of the Lessee hereinafter contained, the Lessor hereby lease unto the Lessee all that piece or parcel of Land together with all rights, easements, appurtenances thereto, more particularly described in the Appendix attached hereto, which shall form an integral part of this Lease (hereinafter referred to as "the Leased Property") to hold the same unto the Lessee for initially a term of fifty (50) years and renewable for another 2 (two) terms of 10 (ten) years each commencing from the date as stated in Clause 7 below and yielding and paying therefore annually without demand on or within the first month of every fiscal year of the Lessor, an annual rent of US$ 11,350.738/- (US$ Eleven Thousand Three Hundred Fifty and seven three eight cent only) per acre per annum for the plot with an area of approximately (0.81) acres on the amount of US$ 9,194.10/- (US$ Nine Thousand One Hundred Ninety Four and Ten Cent only) per year.

1.2 The rent shall be calculated from the date of signing of this Lease Agreement for the first year. From year two onwards rent shall be payable within the first month of every financial year to the Lessor as per Para 1.1.

1.3 The Lessee have to pay to the Lessor in cash annually within the first month of every financial year.

2. Rights and Obligations of the Lessee

The Lessee hereby, covenants with the Lessor during the term of the Lease for the following:

2.1 the Lessee shall pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also be responsible for the charges collectable by the respective authorities with respect to its other services;

2.2 the Lessee shall not cub-lease, assign or transfer the leasehold or any part of the leased-hold interest hereby created with respect to the demised premises or any part thereof ;

2.3 the Lessee shall keep in hood repair and condition of the buildings and structures in the demised premises and hand over such buildings and structures in such good repair and condition at the expiry of the lease period or the extended period, if any, of the lease;

2.4 the Lessee shall utilize the leased land for the purpose of constructing the **Cans Manufacturing Factory** thereon and subsequently operating and managing the business of manufacturing of **Cans;**

2.5 the Lessee shall abstain from making any alteration to the demised premises without the prior approval of the Lessor;

2.6 the Lessee shall ensure that all activities and operations carried out by the Lessee on the demised premises or any part thereof including the construction of the aforesaid Factory and related facilities are it conformity and accordance with the laws of the Union of Myanmar;

2.7 the Lessee shall be responsible for the preservation of the environment at and around of the area of the project site and to control pollution of air, water and land, and other environmental degradation. The Lessee shall take necessary measures in order to fulfill environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the project site environmental friendly;

2.8 the Lessee shall be allowed to use whatever machinery, equipment and materials necessary for the construction, operation and management of the proposed development on the leased site in accordance with the existing laws of the Republic of Union of Myanmar;

2.9 the Lessee shall be allowed to alter, renovate, the premise with the prior approval of the Lessor during the term of lease;

2.10 the Lessee shall pay all municipal taxes or rates as well as assessments of similar nature that now are or may hereafter during the said term be imposed upon the demised premises of any part thereof;

2.11 the Lessee may peacefully and quietly hold the demised premises during the term of the Lease without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully entrust for the Lessor.

2.12 the Lessee shall ensure that foreign personnel, and their families, employed by it shall abide by the laws of the Union of Myanmar and that they do not interfere in the internal affairs of the Republic of Union of Myanmar.

3. **Rights and Obligations of the Lessor**

The Lessor hereby covenants with the Lessee during the term of the Lease for the following: -

3.1 it is hereby agreed and understood between the contracting parties that the annual rent provided above shall be payable according to the terms and conditions covenanted herein;

3.2 the Lessor shall be no interference in the construction and operation the factory or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor during the term that this Lease is in effect;

3.3 the Lessor also agrees that the Lessee shall implement the proposed development project in within one year from the date of signing of this Agreement, as agreed to by both parties;

3.4 the Lessor shall assist the Lessee to obtain all necessary approvals and consent from all relevant authorities for construction, operation and management of proposed development project;

4. **Rental Increase**

The rent shall be reviewed and revised every five years of the lease term with the approval of the Myanmar Investment Commission, and the rate of increase in rent shall not be more than 15% of the pervious rent.

5. Term of Lease

5.1 The term of lease shall be initially fifty (50) years from the date of signing of this Lease Agreement. The official opening of the factory shall be within (36) months from the date of signing of this Lease Agreement. The rental fees shall be calculated from the date of signing of this Lease Agreement.

5.2 The Lease of land may be extendable for a further period of 2(two) terms of 10(ten) years each with the prior written consent of the Lessor and the approval of Myanmar Investment Commission.

6. Non-performance

It is also herby mutually agreed that if the Lessee shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fails to rectify such non-performance or non-observance within (30) days from the notification in writing from the Lessor of such default, the Lessor shall be at liberty to re-enter upon any take possession of the demised premises or any part thereof and the Lease shall thereupon cease and terminate, provided that such right of re-entry shall not prejudice any right of action of the Lessor for the recover of money due from the Lessee by way of rent or compensation for damages.

7. Effective date

This lease shall come into force and become effective from the date of signing of this Lease Agreement by both parties.

8. Termination

8.1 This Agreement may be terminated on the occurrence of one of the following events;

(a) Agreement in written by both parties hereto to terminate the Agreement and submit the same to the Myanmar Investment Commission for approval in accordance with Article 14 under Chapter VII of the Procedures relating to the Union of Myanmar Foreign Investment Law;

(1) substantial and continuous losses in the Company's business,

(2) Breach of the terms and conditions of this Agreement by any of the parties hereto who fails to rectify the default within 60 (Sixty) days written notice of the other party,

(3) Force Majeure persisting for more than Six months from the date of occurrence thereof,

(4) Incapability of implementing the original aims and objects of the Lessee

(b) Notice be either party hereto to terminate this Agreement if any governmental authorities should require alteration or modification of any, provision of this Agreement, which shall materially and adversely affect such party interest including expropriation of all or any part of its shares.

8.2 This Agreement may be terminated, before the expiry of the term of lease, by mutual consent in writing, after a service of 90 (ninety) days notice of the intention of such termination, of the one party to the other party and on approval thereof by the Myanmar Investment Commission.

8.3 This Agreement may also be terminated by the Lessee in the event that a natural disaster or any destruction or loss caused by Force Majeure occurs, incapacitating the continuance of operation Lessee reserves, its right under this Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of intention to terminate shall be given in writing to Lessor 50 days in advance.

8.4 The termination of this Agreement shall be effected after receiving necessary approval from the Myanmar Investment Commission.

9. Arbitration

9.1 In the event that any, disputes arising between the parties relating to this Agreement that cannot be settled amicably, such dispute shall be settled in the Union of Myanmar by arbitration, through two arbitrators, each of whom shall be appointed by each contracting party. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an Umpire nominated by the arbitrators. The decision of the Arbitrators or the Umpire shall be final and binding upon both parties. The arbitration proceeding shall in all respect conform to the Arbitration Law, ***(Arbitration Law 2016)*** of any subsisting statutory modifications thereof.

9.2 The venue of arbitration shall be, in Yangon, Union of Myanmar. The Arbitration Fees shall be borne by the losing party.

10. Governing Law and Jurisdiction

10.1 This Agreement shall be governed read, interpreted and construed, in all respected in accordance with the existing laws of the Republic of Union of Myanmar.

10.2 The parties hereby agree to submit to the jurisdiction of the relevant court of Myanmar and all courts competent to near appeals there from.

11. Force Majeure

11.1 If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other party under this Agreement, it is agreed that the affected party give notice to the other party within (14) fourteen days after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure shall with the approval of the other party be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible for delay damage or lose caused by Force Majeure.

11.2 The term "Force Majeure" as employed herein shall mean Act of God, Restraint of a Government, Strikes, Lockouts, Industrial Disturbances, Explosions, Fires, Floods, Earthquakes, Storms, Lightning and every any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence neither party is unable to overcome.

12. Condition Precedent

This Agreement is conditional upon receipt of all necessary and requisite approvals foe its performance and implementation of this Agreement from all relevant government authorities in the Republic of Union of Myanmar.

13. Renegotiation of the Agreement

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and warrants amendments to this Agreement, the parties shall make the necessary negotiations and sake such amendments in writing, subject to the approval of the Myanmar Investment Commission. Such amendment or modification shall become an integral part of this Agreement.

14. Language

This Agreement is written in English, and all correspondences rebated to this Agreement shall be in English.

15. Notices

15.1 Any notice or either communication required to be given or sent there under shall be in English and be left or sent by preparing registered post (airmail if overseas) or telex or facsimile transmission or international courier to the party concern at its address as given below or such other address as the party concerned shall have notified in accordance with this clause to the other party.

The addresses are:-

(a) Lessor	(1)Name-	**U Tun Tun Win**
	(2)Address-	No.10, Mingalar Street, Ward No.(16), Yankin Township, Yangon, the Republic of Union of Myanmar.
	(3)Phone No.	-
	(5)Fax-	-
(b) Lessee	(1)Name-	**CROWN BEVERAGE CANS MYANMAR LTD**
	(2)Address-	No.---, ----------------------------------Street, ------------- ----------------------- Township, Yangon, the Republic of Union of Myanmar.
	(3)Phone No-.	-
	(5)Fax-	-

15.2 Any notice required or given by either party to the other shall be deemed to have been delivered when properly acknowledged for receipt by the party. Either party may substitute or change its address in writing there of and inform the other party.

16. **Map of Land**

The map of the land under this Lease Agreement and the layout is attached in Appendix (A).

17. **Retransfer of the Leased Property**

17.1 At the expiry of the leased period or if the Agreement is terminated ender Article 8, the Lessee shall transfer immovable properties including the leased land and buildings to Lessor without any consideration within 3 (three) months in good condition, ground damages having been refilled or repaired.

17.2 Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months from the date of expiry of the leased term or termination of the agreement, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and claim far damages caused to the land by Lessee.

18. Mines and Quarries

Mineral resources as well as, buried treasure, coal, petroleum oil and quarries whatsoever discovered unexpectedly within or under the said land shall be the property of the Lessor and the Lessor shall be at liberty to excavate the aforesaid at any time in accordance with to the Laws, Rules and Regulations of the Union of Myanmar.

Be WITNESS whereof, the parties hereto have set their hand and seals on the day the month and the year first above written.

Signed, sealed and delivered For and on behalf of, Lessor, **U TUN TUN WIN**	Signed, sealed and delivered For and on behalf of, Lessee, **CROWN BEVERAGE CANS MYANMAR LTD**
Signature: --------------------------------- Name : U TUN TUN WIN Designation -----------------------	Signature :----------------------------- Name :Mr. -- Designation: Managing Director

In the Presence of:

(1)--------------------- Name: U ------------------ Designation: Director	(2)------------------ Name: U ------------------- Designation: Director